

**ARMY CHESS ITES-3S REQUEST FOR PROPOSAL REFERENCE: 378545**  
**GSA ACQUISITION ID: 47QFSA21K0099**  
**SOLICITATION NO.: 47QFSA21R0004**  
**AWARD PIID: 47QFSA22F0001**

**TASK ORDER REQUEST (TOR)**

**REGIONAL LEVEL APPLICATION SOFTWARE (RLAS) SUPPORT**

**in support of the**

**U.S. ARMY RESERVE  
FT. BRAGG, NC**



**ISSUED TO:**

**AGILE DEFENSE, INC. (CAGE Code: 1H XK0)**

**under the**

**ARMY COMPUTER HARDWARE, ENTERPRISE SOFTWARE AND SOLUTIONS (CHESS)  
INFORMATION TECHNOLOGY ENTERPRISE SOLUTIONS – 3 SERVICES (ITES-3S)  
MULTIPLE AWARD (MA) INDEFINITE DELIVERY/INDEFINITE (IDIQ) CONTRACT**

**Conducted under FAR 16.505(b)**



**AWARDED: November 10, 2021**  
**Last Modified: P00003 dated April 19, 2022**

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Only modifications which change the terms and conditions of the task order are included in the summary table below.

**MODIFICATION SUMMARY:**

Mod Number	Effective Date	Description
P00001	1/4/2022	<p>The purpose of modification P00001 is as follows:</p> <ol style="list-style-type: none"> <li>1. Correct an error from the initial award GSA Form 300 whereby CLINs 1007, 2007, 3007, and 4007 were inadvertently identified as “Base” CLINs instead of “Optional.” Due to system limitations, the CLINs 1007, 2007, 3007, and 4007 are reduced from (b) (4) each to (b) (4) for a total task order decrease of (b) (4) from (b) (4).</li> <li>2. CLINs 1007A, 2007A, 3007A, and 4007A are hereby added with a value of (b) (4) each and marked as “Optional.”</li> <li>3. Incorporate updated Section J Attachments 1A through 1M CDRLs A001 – A013 with contractor name and contract number.</li> <li>4. Incorporate updated Section J Attachment 2 DD 254 with contractor information and contract number.</li> <li>5. Incorporate Section J Attachment 18 and change title from “Long-Distance Travel Request Template” to “Travel Authorization Request Template”</li> <li>6. Incorporate Section J Attachment 19 Local Travel Log Template</li> <li>7. Incorporate Section J Attachment 20 Long-Distance Trip Report Template</li> <li>8. Incorporate Section J Attachment 21 Quality Control Plan.</li> <li>9. Incorporate Section J Attachment 22 Transition-In and Staffing Plan</li> <li>10. Remove Section J Attachment 23 Staffing Plan as it is combined with Section J Attachment 22.</li> <li>11. Lead Enterprise Architect – Option Year 1 – Ctr Site Rate - (b) (4) is permitted for billing under this task order as the Government confirmed the rates is indeed below the vendors ITES-3S rate.</li> </ol>
P00003	TBD	<p>The purpose of modification P00003 is as follows:</p> <ol style="list-style-type: none"> <li>1. Incorporate and fully fund ECP 2022M003 mRLAS Data Migration Scripting via CLIN 0006 in the amount of \$268,748.58. The funded value of CLIN 0006 is increased by \$268,748.58 from (b) (4) to (b) (4).</li> <li>2. Increase the awarded ceiling and funded amount for CLIN 0007 Base - Equipment/Materials and Travel Costs (CRNF). The awarded and funded value of CLIN 0007 is increased by (b) (4) from (b) (4).</li> <li>3. Incorporate revised Performance Work Statement (PWS)/Task Order Request (TOR); revisions are denoted in track changes.</li> </ol>

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**SECTION B**  
**SUPPLIES AND SERVICES PRICE/COSTS**

**B.1 SERVICES BEING ACQUIRED**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the Contractor's basic contract, under which the resulting TO will be placed. An acronym/abbreviation document is in Section J, Attachment 8.

**B.2 TASK ORDER PRICING AND CONTRACT TYPE**

The Contractor shall perform the effort required by this TO on a Firm-Fixed-Price (FFP) basis for CLINs 0001a, 0001b, 0002, 0003, 0004, 0005, 1001, 1002, 1003, 1004, 1005, 2001, 2002, 2003, 2004, 2005, 3001, 3002, 3003, 3004, 3005, 4001, 4002, 4003, 4004 and 4005.

The Contractor shall perform the effort required by this TO on a Time-and-Materials (T&M) basis for CLINs 0006, 1006, 2006, 3006 and 4007 on a Not-to-Exceed (NTE) basis.

The Contractor shall perform the effort required by this TO on a Cost Reimbursable (CR) basis for CLINs 0007, 1007A, 2007A, 3007A and 4007A on a NTE basis.

**Base Period: 11/16/2021 – 11/15/2022**

**FIRM-FIXED-PRICE – LABOR:**

CLIN	Description	Hours	Total Estimated Price
0001a	Transition of Daily RLAS Operations (All tasks and Cross-functional Requirements)	(b) (4)	(b) (4)
0001b	Sustain Daily RLAS Operations (Sections 5.2.1 to 5.2.35 and applicable Cross-functional Requirements)	(b) (4)	
0002	Develop and Maintain All RLAS Documentation (Sections 5.2.36 to 5.2.47 and applicable Cross-functional Requirements)	(b) (4)	
0003	Training, Tech, and App Support (Sections 5.3 to 5.3.6 and applicable Cross-functional Requirements)	(b) (4)	
0004	Customer Support, Helpdesk Support and Reference Library (Sections 5.4 to 5.4.3 and applicable Cross-functional Requirements)	(b) (4)	
0005	Software Maintenance (Sections 5.5 to 5.5.10 and applicable Cross-functional Requirements)	(b) (4)	
	<b>Total</b>	(b) (4)	<b>\$1,685,452.80</b>

**TIME & MATERIAL – LABOR:**

CLIN	Description	Total Ceiling Price (NTE)
0006	Software Engineering Change Proposals -T&M Labor - Not-to-Exceed Value (Sections 5.6, 5.7, 5.8 and applicable Cross-functional Requirements that apply during performance of ECPs)	\$606,240.00

**COST REIMBURSEMENT NO-FEE (COST ONLY) NON-LABOR:**

CLIN	Description	Total Ceiling Cost (NTE)
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0007	Equipment/Materials and Travel Costs - Cost Only – Not-to-Exceed Value	\$212,478.64
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**Total Ceiling Base Period CLINs:**

**\$ 2,426,692.80**

**Option Period 1: 11/16/2022 – 11/15/2023 (Not Exercised)**

**FIRM-FIXED-PRICE – LABOR:**

CLIN	Description	Hours	Total Estimated Price
1001	Sustain Daily RLAS Operations (Sections 5.2.1 to 5.2.35 and applicable Cross-functional Requirements)	(b) (4)	
1002	Develop and Maintain All RLAS Documentation (Sections 5.2.36 to 5.2.47 and applicable Cross-functional Requirements)	(b) (4)	
1003	Training, Tech, and App Support (Sections 5.3 to 5.3.6 and applicable Cross-functional Requirements)	(b) (4)	
1004	Customer Support, Helpdesk Support and Reference Library (Sections 5.4 to 5.4.3 and applicable Cross-functional Requirements)	(b) (4)	
1005	Software Maintenance (Sections 5.5 to 5.5.10 and applicable Cross-functional Requirements)	(b) (4)	
	<b>Total</b>	(b) (4)	

**TIME & MATERIAL – LABOR:**

CLIN	Description	Total Ceiling Price (NTE)
1006	Software Engineering Change Proposals -T&M Labor - Not-to-Exceed Value (Sections 5.6, 5.7, 5.8 and applicable Cross-functional Requirements that apply during performance of ECPs)	(b) (4)

**COST REIMBURSEMENT NO-FEE (COST ONLY) NON-LABOR:**

CLIN	Description	Total Ceiling Cost (NTE)
1007A	Equipment/Materials and Travel Costs - Cost Only - Not-to-Exceed Value	(b) (4)

**Total Ceiling Option Period 1 CLINs:**

**(b) (4)**

**Option Period 2: 11/16/2023 – 11/15/2024 (Not Exercised)**

**FIRM-FIXED-PRICE – LABOR:**

CLIN	Description	Hours	Total Estimated Price
2001	Sustain Daily RLAS Operations (Sections 5.2.1 to 5.2.35 and applicable Cross-functional Requirements)	(b) (4)	
2002	Develop and Maintain All RLAS Documentation (Sections 5.2.36 to 5.2.47 and applicable Cross-functional Requirements)	(b) (4)	
2003	Training, Tech, and App Support (Sections 5.3 to 5.3.6 and applicable Cross-functional Requirements)	(b) (4)	
2004	Customer Support, Helpdesk Support and Reference	(b) (4)	

	Library (Sections 5.4 to 5.4.3 and applicable Cross-functional Requirements)		
2005	Software Maintenance (Sections 5.5 to 5.5.10 and applicable Cross-functional Requirements)	(b) (4)	
	<b>Total</b>	(b) (4)	

**TIME & MATERIAL – LABOR:**

CLIN	Description	Total Ceiling Price (NTE)
2006	Software Engineering Change Proposals -T&M Labor - Not-to-Exceed Value (Sections 5.6, 5.7, 5.8 and applicable Cross-functional Requirements that apply during performance of ECPs)	(b) (4)

**COST REIMBURSEMENT NO-FEE (COST ONLY) NON-LABOR:**

CLIN	Description	Total Ceiling Cost
2007A	Equipment/Materials and Travel Costs - Cost Only - Not-to-Exceed Value	(b) (4)

**Total Ceiling Option Period 2 CLINs:**

(b) (4)

**Option Period 3: 11/16/2024 – 11/15/2025 (Not Exercised)**

**FIRM-FIXED-PRICE – LABOR:**

CLIN	Description	Hours	Total Estimated Price
3001	Sustain Daily RLAS Operations (Sections 5.2.1 to 5.2.35 and applicable Cross-functional Requirements)	(b) (4)	
3002	Develop and Maintain All RLAS Documentation (Sections 5.2.36 to 5.2.47 and applicable Cross-functional Requirements)	(b) (4)	
3003	Training, Tech, and App Support (Sections 5.3 to 5.3.6 and applicable Cross-functional Requirements)	(b) (4)	
3004	Customer Support, Helpdesk Support and Reference Library (Sections 5.4 to 5.4.3 and applicable Cross-functional Requirements)	(b) (4)	
3005	Software Maintenance (Sections 5.5 to 5.5.10 and applicable Cross-functional Requirements)	(b) (4)	
	<b>Total</b>	(b) (4)	

**TIME & MATERIAL – LABOR:**

CLIN	Description	Total Ceiling Price (NTE)
3006	Software Engineering Change Proposals -T&M Labor - Not-to-Exceed Value (Sections 5.6, 5.7, 5.8 and applicable Cross-functional Requirements that apply during performance of ECPs)	(b) (4)

**COST REIMBURSEMENT NO-FEE (COST ONLY) NON-LABOR:**

CLIN	Description	Total Ceiling Cost (NTE)
3007A	Equipment/Materials and Travel Costs - Cost Only - Not-to-Exceed Value	(b) (4)

**Total Ceiling Option Period 3 CLINs:**

(b) (4)

**Option Period 4: 11/16/2025 – 11/15/2026 (Not Exercised)**

**FIRM-FIXED-PRICE – LABOR:**

CLIN	Description	Hours	Total Estimated Price
4001	Sustain Daily RLAS Operations (Sections 5.2.1 to 5.2.35 and applicable Cross-functional Requirements)	(b) (4)	
4002	Develop and Maintain All RLAS Documentation (Sections 5.2.36 to 5.2.47 and applicable Cross-functional Requirements)	(b) (4)	
4003	Training, Tech, and App Support (Sections 5.3 to 5.3.6 and applicable Cross-functional Requirements)	(b) (4)	
4004	Customer Support, Helpdesk Support and Reference Library (Sections 5.4 to 5.4.3 and applicable Cross-functional Requirements)	(b) (4)	
4005	Software Maintenance (Sections 5.5 to 5.5.10 and applicable Cross-functional Requirements)	(b) (4)	
	<b>Total</b>	(b) (4)	

**TIME & MATERIAL – LABOR:**

CLIN	Description	Total Ceiling Price (NTE)
4006	Software Engineering Change Proposals -T&M Labor - Not-to-Exceed Value (Sections 5.6, 5.7, 5.8 and applicable Cross-functional Requirements that apply during performance of ECPs)	(b) (4)

**COST REIMBURSEMENT NO-FEE (COST ONLY) NON-LABOR:**

CLIN	Description	Total Ceiling Cost (NTE)
4007A	Equipment/Materials and Travel Costs - Cost Only - Not-to-Exceed Value	(b) (4)

**Total Ceiling Option Period 4 CLINs:**

(b) (4)

**GRAND TOTAL ALL CLINS:**

(b) (4)

75 **B.3 ITES-3S LABOR CATEGORIES**

76 The Contractor shall not deviate from labor categories defined in Section J, Exhibit A. The Contractor  
77 and its subcontractors internal labor shall be mapped to existing ITES-3S labor categories in Section J,  
78 Exhibit A.

80 **B.4 ORDER OF PRECEDENCE**

81 This Task Order is subject to the terms and conditions provided in the Contractor's ITES-3S basic  
82 contract award as well as those outlined in this Task Order. The Government hereby incorporates (by  
83 reference) the Contractor's order proposal. In the event of an inconsistency between documents, the  
84 following order of precedence shall apply:

- 85
- 86 1. ITES-3S basic contract
  - 87 2. Task Order Performance Work Statement
  - 88 3. Task Order attachments, drawings, etc. associated with the PWS
  - 89 4. Contractor's task order proposal
- 90

91 **B.5 BETTERMENTS**

92 Betterments if any, in the Contractor's Task Order Proposal which exceed the minimum performance  
93 requirements identified in the Task Order PWS and associated documents shall be considered the new  
94 "minimum" performance requirements upon award and shall be met by the Contractor.

95  
96 (END OF SECTION B)

## **SECTION C**

### **C.1 PERFORMANCE REQUIREMENTS**

The Contractor shall perform work in accordance with the Section C and provide all deliverables and reports in accordance with task order requirements.

### **C.2 INTRODUCTION**

Work is to be accomplished for the United States Army Reserve (USAR) through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division (AASD), Southeast Sunbelt Region.

#### **C.2.1 Description of Services**

This is a non-personal services contract to provide the USAR with operational and functional programming support, software maintenance, software development and software enhancement of the Regional Level Application Software (RLAS) and the RLAS Business Intelligence Application. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor personnel. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform operational and functional programming support, software maintenance, software development and software enhancement of the RLAS application and the RLAS Business Intelligence Application, as defined in this PWS, except for those items specified as government furnished property and services. The Contractor shall perform in accordance with (IAW) the terms and conditions of the contract and consistently with the established standards in this PWS and contract.

#### **C.2.2 Background**

The USAR G-8 is the proponent for Army Reserve (AR) military pay operations and is the USAR Command designated proponent and system manager for the RLAS application. Since 1999, RLAS has provided:

- 1) Automated Soldier administrative records data processing
- 2) Automated funds control
- 3) Automated man-day order approval and publication
- 4) Automated electronic submission of Soldier man-day pay and Soldier drill pay
- 5) Automated training schedules
- 6) Automated reporting capabilities of critical personnel and financial information for Commanders and staff
- 7) Business intelligence module with enhanced data query and automated reporting capabilities

C.2.2.1 RLAS has the capability to allow users to process a variety of AR human resources, administrative, financial, and training transactions in real-time, and has daily, weekly, and as needed,

interfaces with several government systems to ensure AR human resources (personnel) and financial transactions are recorded properly. RLAS maintains budget management applications designed to display available unit funding. RLAS provides the platform to process personnel actions that require and decrement available funding. RLAS provides the capability for unit personnel to submit automated Soldier man-day pay and drill pay. In addition, RLAS provides action officers and senior AR leaders with critical information needed to enhance their decision-making process and to execute operational requirements, administrative support requirements, and mobilization support requirements.

C.2.2.2 The Reserve Personnel Army (RPA) Division of the USAR G-8 provides expert evaluation and validation of the performance of the RLAS application throughout the design, development, acquisition, sustainment and transition process to ensure the warfighter has technologically superior, reliable, maintainable, and sustainable and cyber compliant applications. The RPA Division performs developmental test and evaluation across the complete software and system life cycle for RLAS.

C.2.2.3 The USAR G-8 executes RLAS application support operations enabling the warfighter to receive timely and accurate military pay for all authorized duty statuses in all battlespaces while also providing timely and accurate administrative record management, training calendar management and robust system reporting and business intelligence capabilities.

### C.3 OBJECTIVES

The basic service objectives include obtaining Contractor support for daily operations, software maintenance, software development, application enhancement and application transition support for the RLAS application of the USAR headquartered at Fort Bragg, North Carolina.

### C.4 SCOPE

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform RLAS support services that include sustaining daily RLAS operations of RLAS sustainment support, quality control, documentation management and program management; providing training, technical, and application support; providing customer support, help desk support, and a reference library; providing software maintenance; performing complex software and application maintenance; performing system engineering, test, and evaluation; performing system analysis, proof of concept, and develop system recommendations; performing contract reporting and conducting contractor meetings; and conducting contract transition activities. This PWS will be supplemented with a listing of Engineering Change Proposals (ECP)'s prioritized by the COR with delivery dates and effort hour estimates generated by the Contractor for each ECP.

C.4.4.1. Contract Effort: Contract effort within the sustainment, training, SME, customer support, helpdesk, documentation, quality control, accreditation, compliance, life cycle management, reporting, maintenance, and program management shall be managed per the requirements listed in this PWS and via day-to-day interaction with the COR within the guidelines of this PWS.

C.4.4.2. Effort Management: Contract effort in day-to-day system operation and sustainment, system analysis, system reports and reporting, and system software maintenance managed by Sustainment Item (SI) requests are the majority effort of this PWS. Complex software maintenance, systems engineering, test and evaluation, and proof of concept shall be managed by ECP requests approved by the COR. The COR shall review and approve the requirements of each SI. The contractor shall develop a consolidated SI/ECP list and submit to the COR for review monthly or as required and ECPs will be prioritized

within fixed cost and labor hour remuneration. Delivery dates and number of effort hours for each SI/ECP maintained on the master approved SI/ECP list prioritized by the COR and maintained in the contract file service delivery summary shall be considered contractually binding.

C.4.4.3. Development Environment: RLAS will utilize the Microsoft (MS) Azure development environment as provided within the MS Development Network (MSDN) subscription / license. The Government will have full control and full access control to the MSDN / Azure development environment for RLAS and will have full control of each MSDN license issued for RLAS development. All code, virtual testing environment structure, and any and all artifacts, documents, processes, source code, etc. will be the property of the Government. No items shall be deleted from the development environment without first receiving consent, in writing, from the Government (COR/ACOR/GTM).

## **C.5 SPECIFIC TASKS**

### **C.5.1 Basic Services**

The Contractor shall provide services for RLAS Sustainment Support; Quality Control; Documentation Management and Program Management; Training, Technical, and Application Support; Customer Support, Help Desk Support, and a Reference; Software Maintenance; Complex Software and Application Maintenance; System Engineering, Test, and Evaluation; System Analysis, Proof of Concept, and Develop System Recommendations; and Contract Reporting and Contract Meetings. The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures.

### **C.5.2 RLAS Sustainment Support, Quality Control, and Documentation Management and Program Management (AR 25-1, AR 25-2, DA PAM 25-2-14, and AR 702-11).**

C.5.2.1 Sustain Daily RLAS Operations: The contractor shall ensure 24-hour user access to the RLAS application and the RLAS Business Intelligence module throughout the USAR global footprint each day of the year and perform data updates to and from internal and external source systems except for a two (2) hour maintenance window each day. System up-time shall be Midnight Eastern Standard Time (EST) to 10:00PM EST. The contractor shall ensure the RLAS production and continuity of operations (COOP) system instances and their associated physical and virtual servers and platforms are running and the application is accessible to both application users and application administrators.

C.5.2.2 Provide RLAS user system access: The contractor shall provide system access to Army Reserve (AR) domain users.

C.5.2.3 Perform Authentication of RLAS Users: The contractor shall ensure that all RLAS users are authenticated through the use of the Common Access Card (CAC) as a two-factor authentication mechanism. The CAC will be used as the primary user identifier and access authenticator to application systems (AR 25-1 and AR 25-2).

C.5.2.4 The contractor shall perform Authentication of System Administrators, Database Administrators, and Personnel with Elevated Access Permissions. The Contractor shall ensure that all contractor personnel granted RLAS Administrator elevated system access permissions are authenticated through the use of an administrator CAC as a two-factor authentication mechanism for elevated permissions access to the Army Reserve Network (ARNET), platform OS, database (DB) utilities and any other system to which the contractor personnel have elevated access permissions. The CAC will be used as the primary administrator identifier and access authenticator for administrative access (AR 25-1

217 and AR 25-2). The contractor shall coordinate through the COR to the USARC G6 to apply for  
218 “underscore” administrator enhanced permissions ARNET accounts linked to administrator CAC  
219 certificates as issued by the USARC G6.

220 C.5.2.5 Perform and Maintain Secure Communications: The contractor shall operate on the Secure  
221 ARNET, to include communications through VPN connection to the ARNET.

222 C.5.2.6 Provide Software Lifecycle Support: The contractor shall provide software lifecycle support and  
223 management for software configuration planning, installation, reconfiguration, benchmarking,  
224 modification, engineering, testing, monitoring, maintenance, and troubleshooting.

225 C.5.2.7 Develop, Manage and Maintain Software Documentation: The contractor shall develop, update,  
226 improve, release, manage, store and archive system, application, user, administrator RLAS  
227 documentation. The contractor shall make documentation available to system users via a web-based  
228 reference documentation site hosted within the ARNET within ten (10) days calendar days of changes.

229 C.5.2.8 Perform Verification, Validation, and Accreditation (VVA): The contractor shall conduct VVA  
230 of all models contained within software enhancements in accordance with DOD (DoDD 5000.59 and  
231 DoDI 5000.61) and DA standards (AR 5-11 and DA PAM 5-11).

232 C.5.2.9 Provide RLAS Daily Support: The contractor shall complete system maintenance in accordance  
233 with this PWS; performing daily maintenance support to ensure RLAS is operational and accessible and  
234 accurate (synchronized with data partner systems) 24/7/365. The contractor shall maintain RLAS  
235 accessibility for user input and import / export of pay files to data partner systems as defined by System  
236 Interface Agreements (SIA). Critical data interface processes with Operational Data Store (ODS),  
237 Defense Finance and Accounting Service (DFAS), Defense Joint Military pay System – Reserve  
238 Component (DJMS-RC) and other interface partners, as listed in DFAS, import / export of  
239 administrative records and import / export of all other data required to maintain RLAS data accuracy.  
240 See Attachment 13, RLAS-RCMS SIA. See Attachment 14, DJMS-RC RLAS SIA.

241 C.5.2.10 Perform data import and export: The contractor shall perform daily data import and export of  
242 data to and from internal and external RLAS data partner systems. See Attachment 6 RLAS SIA listing  
243 for import and export data partners, data requirements, data files, data formats, data import and export  
244 schedule, and other data import and export information. RLAS data import and export processes are  
245 critical to maintaining accurate RLAS data and performing accurate and timely RLAS processing  
246 functions.

247 C.5.2.11 The contractor shall perform processing of data queries, as requested by the COR, based on  
248 customer need, for data not readily available to the end user through the Business Intelligence Module.  
249 These queries shall be by request of the COR with an estimate of 8 data/report query requests per week.

250 C.5.2.12 Monitor and Maintain Data Synchronization: The contractor shall monitor, maintain, verify,  
251 review data files inbound and outbound from RLAS to ensure data and metadata is complete, accurate,  
252 properly formatted, and successfully loaded to RLAS or pushed outbound to data partner systems. The  
253 contractor shall ensure all RLAS data synchronization with all partner data systems (ODS, GFEBS) and  
254 validation of all RLAS personnel and pay transactions sent and received to and from internal and  
255 external partner systems.

256 C.5.2.13 The contractor shall maintain and regularly update RLAS Training Databases for the Army  
257 Reserve Readiness Training Center (ARRTC), the USAR Pay Management Division, and USARC. The



258 contractor shall update the systems via remote login and remote interface. The contractor shall expect to  
259 perform data updates on a weekly basis. The training system RLAS software application shall be  
260 updated with the software releases and changes from production RLAS every month. For the USAR Pay  
261 Management Division the data shall be updated each day.

262 C.5.2.14 The contractor shall maintain the RLAS Business Intelligence module daily to ensure accuracy  
263 of data, timeliness of data, and accessibility to all RLAS users.

264 C.5.2.15 Maintain Database for each RLAS database instance: The contractor shall maintain production,  
265 test, development, training, and COOP RLAS database instances. This shall be at least once per day for  
266 each instance. This shall be more than once per day where SIA dictates an “always on” instantaneous  
267 data linkage.

268 C.5.2.16 Maintain Operating Systems: The contractor shall maintain production, test, development,  
269 training, and COOP RLAS application platform Operating System(s) for each physical or virtual RLAS  
270 server.

271 C.5.2.17 Maintain Application Instances and Utilities: The contractor shall maintain production, test,  
272 development, and COOP RLAS application and necessary system / application utilities.

273 C.5.2.18 The contractor shall maintain RLAS system documentation (see Attachment 7 RLAS  
274 Documentation Listing).

275 C.5.2.19. The contractor shall receive, transmit, copy, archive, segregate, and protect source data.  
276 Electronically transfer master or source data files to a designated on-site server and the COOP server.  
277 See Attachment 9 Source Data.

278 C.5.2.20. Process source data: The contractor shall source data to be validated, merged, and cleansed,  
279 and loaded into edited tables for storage and consumption by RLAS processes and for use by the RLAS  
280 Users to support requested analysis, reports, and applications.

281 C.5.2.21. Identify data abnormalities: The contractor shall identify and respond to inquiries of data  
282 abnormalities contained within RLAS source data. The contractor shall identify and implement proposed  
283 courses of action for corrective actions.

284 C.5.2.22. Update RLAS source data tables: The contractor shall source data to be loaded into RLAS data  
285 tables and exported/coordinated for approved RLAS users.

286 C.5.2.23. Provide Database Maintenance and Management: The contractor shall manage and maintain  
287 databases. Interface with appropriate Army and other DoD systems and agencies (ITRS, DFAS,  
288 TAPDB-R, DAMPS, DJMS, RCAS).

289 C.5.2.24. Provide Resolving Data Error Support: When transactions error out in TAPDB-R during  
290 interface with RLAS, the contractor shall perform data analysis to identify the issues and determine if  
291 the Soldiers records are not matching. When this is the case, the contractor shall provide details of the  
292 transactions to unit administrators and ask them to correct the data. If they do not have ways to correct  
293 the data at the field level, the contractor shall coordinate with Human Resources Command (HRC) or  
294 PMD and the COR to manually correct the data and reset the transaction for resubmission.

295 C.5.2.25. Maintain RLAS Business Intelligence Module: The contractor shall maintain the RLAS

296 business intelligence module (called 2-Star) that supports user data query and reporting requests  
297 utilizing a separate data instance of the RLAS database. The contractor shall maintain the business  
298 intelligence module and ensure it is accessible to all RLAS users and that it remains viable as  
299 technology changes.

300 C.5.2.26. Monitor RLAS Personnel Processes and Procedures: The contractor shall provide and  
301 coordinate daily data exports, RLAS data import and synchronization, and execution of all RLAS  
302 modules.

303 C.5.2.27. Provide programming capacity and support: The contractor shall provide programming  
304 capacity in support of policy and business process changes brought about by internal or external sources  
305 that impact RLAS operations. RLAS is not a static application but requires continuous changes as  
306 policies and processes change. The COR/ACOR/GTM are responsible for notifying the contractor of  
307 policy and process changes.

308 C.5.2.28. Provide RLAS system programming capability: The contractor shall provide programming  
309 support to resolve system software errors and issues within the RLAS system.

310 C.5.2.29. The contractor shall provide RLAS Training Instance Application.

311 C.5.2.29.1. The contractor shall ensure that the RLAS training instance has the most current version of  
312 RLAS and must provide all system functionality (mirror of production). The training instance database  
313 shall be loaded on the training servers with fictitious Soldier data and will have the ability to clear any  
314 input made by students during the day, returning the database to its original state for the next training  
315 session. The RLAS training database shall be updated within ten (10) calendar days of any changes  
316 throughout the fiscal year and will include all programming changes.

317 C.5.2.29.2. Provide RLAS Training Database support to the ARRTC: The contractor shall support the  
318 training database used for two ARRTC courses normally conducted at Ft. Knox, KY. The Unit Pay  
319 Administration Course (UPAC) and the Unit Administrative Basic Course (UABC) both rely heavily on  
320 RLAS instruction and require an RLAS training DB version to support training events. The UPAC has  
321 20 classes of 32 students per fiscal year and the UABC has 20 classes of 24 students per fiscal year.  
322 Both the UPAC and UABC are 10-day courses, which run simultaneously, and often have multiple  
323 training database instances running simultaneously. The Contractor shall NOT provide the training for  
324 these courses, only RLAS Training Database support. The training systems are not connected to the  
325 Army network and can only be updated via DVD or other physical portable media. Travel to Fort Knox,  
326 KY is not required.

327 C.5.2.30. The contractor shall provide RLAS data support for the USAR Pay Management Division. The  
328 contractor shall support RLAS data and data requirements at the USAR Pay Management Division  
329 (DFAS, Indianapolis, Indiana and Fort McCoy, Wisconsin) for automated input of 80 card format  
330 Defense Military-pay Office (DMO) processes and export and import of data files in support of military  
331 pay operations conducted by the USAR Pay Management Division.

332 C.5.2.31. Provide programming support to USAR Pay Management Division: The contractor shall  
333 provide system programming support to automated and semi-automated business processes at the USAR  
334 Pay Management Division involving the use of (import / export) RLAS data for the development of  
335 military pay transactions and the submission of military pay transactions to DFAS.

336 C.5.2.32. Maintain and update SIA: SIAs shall be maintained and updated by the contractor to ensure

337 functionality with current and future military personnel systems. The RLAS Software shall maintain  
338 interfaces with the business partner systems listed in Attachment 3 SIA Listing. RLAS will add future  
339 business partner systems for data interface as required.

340 C.5.2.33. Maintain software application source code: The contractor shall maintain all RLAS source  
341 code and source code changes. The COR shall receive a copy of all source code changes within ten (10)  
342 calendar days.

343 C.5.2.34. Conduct maintenance software tests: All RLAS software updates shall be tested by the  
344 contractor in coordination with the USARC Headquarters Test Lab, Fort Bragg, NC prior to release.

345 C.5.2.35. Apply, monitor, track, and report Software Patches: The contractor is responsible to monitor  
346 any patches daily (Information Assurance Vulnerability Alerts (IAVAs) and Security Technical  
347 Implementation Guides (STIGS)) to ensure they are actually applied to all RLAS application instances.

348 C.5.2.36. Complete the RLAS Information Technology Contingency Plan (ITCP): The contractor shall  
349 update and maintain the RLAS Information Technology Contingency Plan (ITCP) in accordance with  
350 (IAW) DODI 8510.01 Risk Management Framework (RMF) for DoD Information Technology, dated  
351 March 12, 2014 (and subsequent changes) and DA Pam 25-1-2 no later than the month of December of  
352 each year.

353 C.5.2.37. The contractor shall perform Information Technology Contingency Planning (ITCP), dated 6  
354 JUN 12, no later than (NLT) the end of the month (EOM) December of each year. The contractor shall  
355 present the completed ITCP to the USAR G-8 for approval and once approved shall post the approved  
356 USAR G-8 ITCP, under Moderate or Severe, as defined by Federal Information Processing Standard  
357 (FIPS) 199, in the designated folder at the RMF Applications SharePoint Site, and forward the  
358 completed AR RLAS ITCP to the USAR G-6 IAM. The contractor shall maintain the AR RLAS ITCP  
359 by reviewing the plan for accuracy and completeness annually. The contractor shall test the ITCP plan  
360 annually and report the test date and test results in writing to the USAR G-8 for input into APMS within  
361 ten (10) business days.

362 C.5.2.38. Complete DD Form 2930, Privacy Impact Assessment (PIA): The contractor shall complete a  
363 new DD Form 2930, Privacy Impact Assessment (PIA) IAW DoDI 5400.16 DoD Privacy Impact  
364 Assessment (PIA) guidance and DoDI 5025.01 NLT EOM March of each year, when a significant  
365 system change, and a change in privacy or security posture occurs and deliver the completed form to the  
366 USARG-8 for review. In coordination with the USAR G-8, the contractor shall conduct research  
367 annually to discover accurate and factual answers to questions on the PIA to assist the USAR G-8 in the  
368 accurate completion. The USAR G-8 shall post the completed DD Form 2930, PIA required for RLAS,  
369 to the DoD RMF process conducted and managed by the USAR G-6. The document shall be posted in  
370 the G-6 Applications folder in the designated folder and forward the completed DD Form 2930 to the  
371 CTO and to the USAR G-6 IAM.

372 C.5.2.39. Complete, Maintain, Review, Renew, and Store Service Level Agreements (SLA): The  
373 contractor shall review and validate each current or newly required SLA applicable to the RLAS system  
374 NLT EOM September of each year. The contractor shall provide subject matter expertise in the review  
375 of all current SLAs required for RLAS annually. The contractor shall review all Memorandum of  
376 Understanding / Memorandum of Agreement (MOU/MOA) or Plan of Actions and Milestones  
377 (POAMs) and Mitigation Action Plans (MAPs) in use for RLAS, provide comments in writing to the  
378 USAR G-8. The COR shall post the approved SLAs in the designated location and forward the SLA,  
379 POAMs, and MAPs to the USAR G-6 IAM. Also called System Interface Agreements (SIA) or IRS, or

380 other. The COR shall conduct a final review of each SLA each year. The COR shall transmit RLAS  
381 SLAs to the respective data partner systems annually.

382 C.5.2.40. Develop, Maintain, and Report the Application Software, OS, and DB Change Logs: The  
383 contractor shall update and maintain the Software Change log on a daily basis noting every single STIG  
384 check, IAVA remediation, software patch, software upgrade and server and application patching  
385 required, with supporting documentation or a Authorizing Official (AO) signed waiver stating non-  
386 applicability of the required action to the RLAS application. The COR shall review the logs on a  
387 monthly basis. The logs and documentation shall be posted to the respective Government shared folder  
388 on the Applications SharePoint RMF site and forward them to the G-6 IAM. Reference Attachment 11,  
389 Change Control Process.

390 C.5.2.41. Develop, Maintain, and Store the RLAS SOP document: The contractor shall update and  
391 maintain the RLAS SOP (Reference Attachment 12) and deliver the completed document to the USAR  
392 G-8 for approval NLT EOM June each year. Upon approval, the Contractor shall post the SOP in the  
393 designated location. In coordination with the USAR G-8, the contractor shall maintain the SOP  
394 providing subject matter expertise in the development and posting of the RLAS SOP with all applicable  
395 regulations to include DoDI 8500.2, AR 25-2, and DAIG controls, plus all DISA STIGs pertinent to its  
396 host and applications. The contractor shall provide a copy of the SOP and its updates to the RLAS COR  
397 to submit to USAR G-6 IAM.

398 C.5.2.42. Develop and Maintain Army Reserve Enterprise Data Center Documentation: In coordination  
399 with the USAR G-6, the contractor shall provide subject matter expertise in the development and  
400 maintaining of the documentation necessary to support the Enterprise Data Center services and those  
401 required DoD, DA, and USARC programs such as the RMF, Army IT Metrics Program, Installation  
402 Status Report (ISR), and data calls from external DoD organizations.

403 C.5.2.43. Develop RMF accreditation information: The contractor shall provide certification and  
404 accreditation artifacts to support RMF accreditation.

405 C.5.2.44. Provide data analysis and consistency checking: The contractor shall identify, investigate, and  
406 correct application/data problems to ensure continuous operation of RLAS. Perform analysis using  
407 industry statistical accepted data capturing reporting procedures. Develop reports using various tools  
408 including, but not limited to Crystal Reports, Active Reports, Excel, SQL, and PowerPoint.

409 C.5.2.45. Provide Routine and Ad Hoc Query and Report Support: The contractor shall produce standard  
410 and ad hoc reports using RLAS applications/databases or other Government applications/databases.

411 C.5.2.46. Update standard reports: The contractor shall review pre-designed RLAS reports on a monthly  
412 and quarterly basis for accuracy. Additional standard reports may be added from ad hoc queries or  
413 reports, if required, on a recurring basis.

414 C.5.2.47. Produce Ad Hoc Queries and Reports: The contractor shall conduct ad hoc queries and reports.  
415 The contractor shall respond to short-notice ad hoc query requests and requirements within two (2)  
416 hours.

417 **C.5.3. Training, Technical, and Application Support.**

418 C.5.3.1. Provide briefings/training assistance: The contractor shall provide assistance to personnel  
419 conducting RLAS briefings and training sessions regarding RLAS software and capabilities and on the

420 use of the RLAS system to current and potential user communities.

421 C.5.3.2. Provide customized training services: The contractor shall develop and provide documentation  
422 and user guides / scripts for customized training services to improve action officer use of RLAS, RLAS  
423 data, and RLAS applications.

424 C.5.3.3. Provide subject matter expert (SME) support: The contractor shall provide RLAS user SME  
425 support to user training events. The contractor shall update training documentation to reflect RLAS  
426 system changes within five (5) business days of the change. The contractor may travel periodically to  
427 support command training events.

428 C.5.3.4. Provide System SME support: The contractor shall provide RLAS software SMEs on-site to  
429 operate, evaluate, and support operational management of RLAS.

430 C.5.3.5. Provide Technical SME support: The contractor shall provide SME to ensure RLAS can be  
431 safely placed on the ARNET. The RLAS production environment is hosted on the ARNET and requires  
432 expert support to ensure continuity of daily operations.

433 C.5.3.6. Monitor and Report RLAS System Quality of Service: The contractor shall monitor, identify,  
434 and coordinate to correct Quality of Service issues associated with the ARNET as it applies to the  
435 network communications between the RLAS system servers, hardware components, software, utilities,  
436 instances, operating systems, database utility, and other activities of the RLAS system which are  
437 dependent upon the ARNET network. The contractor shall notify and coordinate with the RLAS COR  
438 for further coordination with USAR G-6 to identify and isolate the issue(s) and restore full functionality  
439 to the RLAS system. The contractor shall respond to quality-of-service issues verbally and in writing  
440 within five (5) business days.

#### 441 **C.5.4. Customer Support, Help Desk Support, and Reference Library.**

442 C.5.4.1. Provide RLAS customer support: The contractor shall provide tier 3 and tier 4 RLAS customer  
443 support to respond to user trouble tickets, analyze system-processing issues, and determine timely  
444 solutions to the same.

445 C.5.4.2. Provide RLAS help desk support and content management: The contractor shall provide tier 3  
446 and tier 4 RLAS help desk support and content management for RLAS from 8:00 a.m. to 6:00 p.m.  
447 Monday through Friday (Eastern Time Zone). Initial response/acknowledgement of email or call shall be  
448 made within 24 hours and issue shall be resolved within five (5) business days of initial  
449 response/acknowledgement. The tier 3 and 4 of support are provided by the RLAS developers  
450 (Contractor personnel) and COR/ACOR when the USAR G6 cannot resolve the problem. A tier 3 or 4  
451 problem should not be associated with network, workstation or any other non- RLAS application related  
452 issues. Records shall be maintained for all calls and emails capturing, as a minimum, the date and time  
453 of the call/email, problem identification, and status/resolution and reported to COR during weekly  
454 RLAS status update brief. The Computer Associates (CA) tool suite (including CA-Service Desk  
455 Manager) is the current USARC solution for ITIL V3-based Service Operations and IT Service  
456 Management.

457 C.5.4.3. Maintain a Web-based Technical Reference Library: The contractor shall enhance and maintain  
458 a technical library containing both system documentation and user manuals on the AR Network  
459 monthly. System documentation shall include documentation of current procedures and configurations  
460 involved with providing operational support and software maintenance for existing RLAS modules.

User's manual shall be available in the form of on-line HTML-based help tool guide that users have direct on-screen accessibility. Documentation shall comply with the DOD-STD-7935A Automated Information System (AIS) Documentation Standards. Reference Attachment 7 RLAS Documentation Listing.

#### **C.5.5. Software Maintenance.**

C.5.5.1. RLAS Software Maintenance: RLAS software maintenance requirements span from simple database updates to robust reporting and application tools. Each facet of RLAS shall be maintained by the contractor to ensure that the results are accurate (per AR 25-1 and 25-2 requirements). RLAS software and systems problems, while frequently unavoidable, shall be addressed within 24 hours. The software maintenance life cycle is critical to this success. There should not be a period of more than 24-hours in a given month when RLAS is not operational and available for users.

C.5.5.2. The contractor shall develop and maintain an RLAS Software Change Request Process. The contractor shall implement a process to document and track change requests throughout the software life cycle by the tenth (10) business day of the following month. This process shall incorporate a formal approval process from the COR/ACOR/GTM.

C.5.5.3. Implement a Daily RLAS Defect Identification, Tracking, and Resolution Process: The contractor shall implement a process to identify, track, and resolve RLAS defects. An automated process to record and track defects shall be demonstrated to Government NLT 90-days following contract award.

C.5.5.4. The contractor shall monitor, track, and report software defect resolution statuses.

C.5.5.5. Implement and Monitor Software Maintenance Plan & Software Release Plan: The contractor shall produce and implement a software maintenance plan to address activities required to support RLAS data, databases, and the RLAS applications, and shall, as a minimum, address mechanisms to correct faults, to improve performance or other attributes, or to adapt the product to a modified environment no later than 90 days following contract award. Included in this maintenance plan shall be a coordinated maintenance window. The maintenance window is the normal day of the week/time when periodic RLAS is performed. RLAS software maintenance requires that all tools, databases, and reports must be maintained to ensure that the results are accurate and address DoD, Army, and Army Reserve requirements. RLAS software and systems problems, while sometimes unavoidable, must be addressed and resolved within 24 hours of the event. The RLAS software maintenance life cycle is critical to the success of the RLAS application.

C.5.5.6. Perform Corrective Maintenance: The contractor shall identify, respond, and correct defects found in how RLAS is functioning.

C.5.5.7. Perform Adaptive Maintenance: The contractor shall ensure any changes to operational capability are necessary to maintain RLAS application's ability to produce accurate, timely, and usable results.

C.5.5.8. Perform Perfective Maintenance: The contractor shall modify RLAS to adhere to any hardware/software changes to continue continuity in operations and requirements in order to maintain performance, maintainability, and functionality.

C.5.5.9. Perform Preventive Maintenance: The contractor shall modify RLAS to detect and correct

501 faults/defects/bugs before they effect faults to RLAS ensuring maintaining system accuracy, timeliness,  
502 and functionality.

503 C.5.5.10. Perform Software Maintenance Testing: All RLAS software updates shall be tested by the  
504 contractor in coordination with the USARC Headquarters Integrated Test Lab (ILT), Fort Bragg, NC  
505 prior to release.

506 **C.5.6. Complex Software and Application Maintenance.** The contractor shall perform complex  
507 software maintenance for existing application, system, or business intelligence functionality  
508 requirements. Complex software maintenance shall be identified by the COR for large scale ECPs  
509 spanning multiple RLAS modules and complex RLAS processes wherein careful segregation and  
510 control of contract labor hours, ECP timelines and use of specific technology solutions is critical to ECP  
511 success.

512 **C.5.7. System Engineering, Test, and Evaluation.**

513 C.5.7.1. Perform RLAS Modification, Enhancement, and Development: The contractor shall update  
514 RLAS Software to enhance and modify the functionality of the RLAS application. The contractor shall  
515 complete RLAS software programming requirements to support RLAS application enhancements.  
516 Development may be mandated by the Department of Defense, DFAS, Army, AR policy changes, AR  
517 business process changes and any other internal or external changes, and requirements impacting RLAS  
518 functionality and operations. Solution development will require requirements documents, design  
519 documents, testing strategy documents, and test plan documentation.

520 C.5.7.2. Perform Application Improvement: The contractor shall complete RLAS software programming  
521 requirements to support RLAS application enhancements.

522 C.5.7.3. Perform Systems Engineering: The contractor shall complete RLAS application system  
523 engineering to develop application enhancements and system performance improvements. Develop  
524 requirements documents, design documents, and testing strategy documents as directed by CO to  
525 support system engineering, test, and evaluation activities.

526 C.5.7.4. Perform Testing and Evaluation: The contractor shall complete RLAS application system  
527 testing and evaluation of modifications, enhancements, system engineering to validate requirements,  
528 business processes and application functionality.

529 C.5.7.5. Develop Change Documentation: The contractor shall develop RLAS application system  
530 documentation to support system modifications, enhancements, and system-engineering changes.

531 C.5.7.6. Prepare RLAS to interface with new systems and data partners: The contractor shall develop  
532 software solutions to allow RLAS to work effectively with other internal or external IT systems.

533 C.5.7.7. Develop new processes: The contractor shall develop new applications and improve existing  
534 RLAS system functionality to best serve the business requirements of the Army Reserve and the RLAS  
535 users.

536 C.5.7.8. Modernize RLAS Modules: The contractor shall modernize RLAS to ensure interoperability  
537 with new platforms, data sources, and software modalities to improve accuracy, ease of use, and  
538 responsiveness.

539 C.5.7.9. Add new data versions or data sources: The contractor shall upon approval (from  
540 COR/ACOR/GTM), add new data versions or new data sources, making modifications or enhancement  
541 to RLAS applications. Enhancements shall be compatible with the existing software. The contractor  
542 shall also produce a schedule/management plan for migration and monthly status of execution on a  
543 monthly basis due by the tenth (10) business day of the following month.

544 C.5.7.10. The contractor shall develop new dual directional data interfaces between RLAS and partner  
545 business systems.

546 C.5.7.11. Modify and optimize RLAS: The contractor shall migrate RLAS from a client/server, ActiveX  
547 environment to a service-oriented application (.Net environment). The contractor shall modify the RLAS  
548 Application Suite to integrate with new operating systems, system utilities, database utilities and other  
549 system or software products as well as modify the RLAS system operate in different hardware or  
550 software environments.

551 C.5.7.12. The contractor shall attend coordination meetings and data calls associated with new RLAS  
552 functionality, system engineering, test, and evaluation. Collaborate with other AR, Army and DoD  
553 partners and their contractors to complete, test, and implement new RLAS functionality, and provide  
554 any required training to internal or third-party users, to include training to DoD partner system owners  
555 and their contractor.

556 C.5.7.13. Perform System, Application, and Software Documentation Remediation: The contractor shall  
557 change, update, or create system documentation to reflect application, system, business process and  
558 functionality changes made to RLAS through enhancement, modification, improvement, and  
559 development. Documentation shall be available upon completion and final acceptance of all new system  
560 enhancements. Documents may be in the form of on-line system documentation, such as those produced  
561 by automated enhancements tools (i.e., Microsoft Visual Studio, .Net).

562 C.5.7.14. Implement and Improve the RLAS Test Strategy: After receiving the Government's process to  
563 test RLAS ECPs, the contractor shall review and present any recommended improvements to increase  
564 the efficiency and effectiveness of the AR test procedures.

565 **C.5.8. System Analysis, Proof of Concept, and Develop System Recommendations.**

566 C.5.8.1. Analyze Emerging Technologies: The contractor shall analyze the capabilities of Emerging  
567 Software Technology and Information Technology. Provide examples, rapid prototypes, models, or  
568 briefings that describe and illustrate the potential integration of emerging technologies into the RLAS  
569 application.

570 C.5.8.2. Research and Recommend IT Solutions: The contractor shall research and recommend IT  
571 solutions on possible RLAS application enhancements to support enhanced RLAS functionality or data  
572 processing.

573 C.5.8.3. Develop Proof of Concept: The contractor shall create and develop proof of concept prototypes  
574 for evaluation and review by COR and select RLAS users, administrators, and technical experts.

575 **C.5.9. Cross-Functional Services (Management, Audit Support & Compliance, Contract  
576 Performance Reporting and Contract/Ad Hoc Meetings).**

577 The following requirements are cross-functional in nature and shall be satisfied by the Contractor in



578 support of the other identified tasks, as necessary and required throughout the life of the contract.

579 C.5.9.1. Provide Project Management: The contractor shall provide overall task management as it relates  
580 to the RLAS system by providing services as it relates to the management of the RLAS software,  
581 security, data, engineering services, systems integration, risk management, provides a capability via the  
582 software to allow allocation of resources/funding to subordinate units by Government personnel,  
583 program planning and business process re-engineering expertise, requirements definition expertise,  
584 quality assurance, personnel acquisition, cost, and progress reporting for the RLAS contract. Provide  
585 software configuration planning, maintenance and enhancements, installation, reconfiguration,  
586 benchmarking, modification, monitoring, maintenance, and troubleshooting as well as documentation  
587 and performance monitoring of RLAS software, ensuring that RLAS is operational during and after all  
588 major Army or DoD system transitions that interface with RLAS. Ensure compliance with DODI  
589 8500.2, DAIG, and AR 25-2.

590 C.5.9.2. Provide Software / Systems Quality Control: The contractor shall provide overall software and  
591 systems quality control and software quality assurance to every aspect of the RLAS system. Each  
592 change to RLAS processes, functionality, user interface, data import/export, and other required  
593 operations shall be reviewed and tested through a robust software / systems quality control program.

594 C.5.9.3. Audit Support: The Contractor shall provide Information Assurance (IA), Vulnerability  
595 Management (VM), and audit support for the contract.

596

597 C.5.9.3.1. Develop and Operate: The Contractor shall develop and operate an IA program for the  
598 application to include SOP and documentation.

599

600 C.5.9.3.2. Configure and Maintain: The Contractor configure and operate a code at rest vulnerability  
601 scanning program and use a utility software solution (currently Fortify) to include SOP and  
602 documentation and an application audit logging program and use a utility software solution (currently  
603 Splunk) to include SOP and documentation.

604

605 C.5.9.3.3. Develop and Maintain. The Contractor shall develop and maintain a risk management  
606 framework program IAW DoD/Army RMF standards to include SOP and documentation.

607

608 C.5.9.3.4. Enforce and Comply: The Contractor shall enforce Segregation of duties of Application, OS  
609 and DB enhanced privileged users (administrator users). Enforce SOD of RLAS users and contractor  
610 users within the application and its hardware and software and components and comply with ARNet  
611 RMF, VM, IA, and other technology management policies.

612

613 C.5.9.3.5. Support. The Contractor shall support external Independent Validation and Verification  
614 (IVV), audit support contractor retained through a separate contract, by any Federal entity (DoD, or  
615 Army, or Army Reserve). The Contractor shall also support Independent Third-Party Accountant (TPA)  
616 audits as performed by any external Federal Entity, RMF/CCIR audit requests and other audit  
617 requirements of the ARNet in the Risk Management Framework as managed by the AR G6 (see G6  
618 ISA), and internal audit requirements from US Army, Office of the Chief of Army Reserve, and US  
619 Army Reserve Command.

620

621 C.5.9.3.6. Guidance. The Contractor shall follow guidance from FFIMA, FISMA, NIST, POAM,  
622 GFFSA, and ITGC. The Contractor shall provide all documentation as request by IVV and TPA within  
623 the time specified by requestor.

624 C.5.9.4. Monthly Meetings, Quarterly IPRs, and Reports: The contractor shall coordinate and conduct a  
625 detailed review of the major requirements of the contract: a) Daily Operations, b) Software  
626 Maintenance, and c) Transition Requirements. Solicit Government input and priorities ten (10) days  
627 prior to the meeting. Review current and projected programming capabilities, ECP status/changes from  
628 the previous meeting, Help Desk trends, any daily operational issues, and status of and issues relating to  
629 transition requirements.

630 C.5.9.5. The contractor shall prepare a contract status review containing a summary of accomplishments  
631 during last quarter, current expenditure status and any risks or issues due to COR by the tenth (10)  
632 business day of the following quarter.

633 C.5.9.6. Develop Technical Status Reports weekly: The contractor shall provide specified weekly status  
634 reports to the COR. These reports shall include significant activities, planned activities, problems or  
635 issues and recommended solutions.

636 C.5.9.7. Provide Monthly Activity Monitoring and Reporting: The contractor shall provide monthly  
637 activity tracking reports to COR with contract requirements by the tenth (10) business day of the  
638 following month.

639 C.5.9.8. Provide Quarterly Reporting: The contractor shall provide a quarterly activity report  
640 (PowerPoint) and establish and attend a quarterly review meeting including (at the minimum) the  
641 contract COR, contract government technical expert, contract alternate COR, and other attendees by the  
642 COR.

643 C.5.9.9. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post  
644 award conference convened by the contracting activity or contract administration office in accordance  
645 with FAR Subpart 42.5. The post award conference will also be utilized to ensure the Contractor  
646 understands all HSPD-12 requirements. IAW AR 70-13 para 4-4.b.(1), the contracting office will hold  
647 periodic status or progress meetings with the CO, COR, Contractor, and other personnel as necessary (at  
648 least quarterly) to discuss problems, progress of the contract, and Contractor performance. This meeting  
649 will be held at a mutually agreed location, or telephonically. The CORs must ensure that they receive  
650 copies of written minutes and other correspondence related to these meetings, including follow-up  
651 actions. These meetings shall be at no additional cost to the Government.

652 C.5.9.10. Attend Periodic Meetings: The contractor shall attend monthly meetings and quarterly in-  
653 progress reviews (IPR) to ensure all relevant portions of the contract are being met. These meetings and  
654 IPRs will be planned, coordinated, and managed by the Contractor, with planning and prioritization  
655 input from the Government. The purpose of the meetings and IPRs is for the Contractor to provide the  
656 Government with detailed status up-dates for near-term and long-term requirements, identify any  
657 potential RLAS operational or programming problems, and communicate any pertinent information to  
658 ensure services and data exchanges are being delivered in accordance with the prescribed schedules,  
659 with no break in operational functionality by users of more than 24 hours in any 30-day period. The  
660 Contractor shall document meetings by developing minutes, which will be maintained in the contract  
661 files and submitted to the Government no later than the tenth (10) business day of the following month.

662 C.5.9.11 Reserved

663 C.5.9.12. Phase-In/Phase-Out Periods:

664 C.5.9.12.1. Phase-In: To minimize any decreases in productivity and to prevent possible negative

impact on additional services, the new Contractor shall have all key personnel on board to include a technical transition team (which is comprised of members from each functional area (Personnel, Pay, and Training)), during the 30-day phase-in period. During the phase-in period, the Contractor shall become familiar with performance requirements, in order to commence full performance of services on the start of the base period of performance. Within five (5) work days of date of task order award, the Contractor will conduct a contract kick-off meeting at Fort Bragg, NC 28310 or virtual, if appropriate and approved by CO, to report on key staff, transition plan and identify goals for the 1st quarter.

C.5.9.12.2. To ensure a smooth changeover from the incumbent contractor to a new contractor, a transition plan is required for this task order. The Contractor shall develop and submit a transition plan for contract phase-in at task order kick-off, perform approved contract support phase-in plan activities, and report to closest Army Reserve Facility upon award for CAC badging and accreditation purposes once approved by COR in the Trusted Agent Sponsorship System (TASS). Link: <https://tass.dmdc.osd.mil/tass/>. The Contractor shall ensure services can be supported with minimal impact to cost, schedule and performance during phase-in and phase-out transition. The Contractor shall be cooperative to ensure a smooth changeover is accomplished during the phase-in and phase-out periods.

C.5.9.12.3. During the phase-in period, the new Contractor shall hire a workforce to assure satisfactory performance beginning on the task order start date. The contractor shall obtain their CAC or other form of Government identifications; conduct any specific Government training; conduct inventory and transfer of Government furnished property, equipment, or material (GFP, GFE, or GFM), host meetings/observe operations, attend teleconferences, Virtual Teleconferences (VTC), or face-to-face meetings with out-going Contractor personnel and Government team as directed by the COR and Contracting Officer. Contractor will obtain an updated prioritized ECP list and copies of all system documentation, algorithms, compiled and uncompiled source code, flow charts and business processes for the system and support application. The Contractor shall provide a status of transition activities during a weekly transition reporting meeting to be held each Friday at 1:00p.m. EST. The weekly transition meeting shall commence at the beginning of the phase-in or phase-out period and shall be conducted until completion of the phase-in or phase-out activities as applicable. Additionally, an update of major systems programming requirements shall be presented in a forum that is expected to take two (2) to four (4) hours and shall be scheduled within the first ten (10) days of the 30-day transition period.

C.5.9.12.4. Conduct contract start audit: The contractor shall validate the existence of current system documentation, source code (compiled and uncompiled), applications, utilities, SOP, or user guides. Notify the COR of any missing items within 8-business hours of identification.

C.5.9.12.5. Phase-Out: Prior to the completion of this contract, an observation period shall occur, at which time team management personnel of the incoming Contractor may observe operations. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of services. The outgoing Contractor is ultimately responsible for performing full services IAW the contract, during the phase-out period, and shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding Contractor. The outgoing Contractor shall fully cooperate with the succeeding Contractor and the Government, so as not to interfere with their work or duties.

C.5.9.12.6. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the outgoing Contractor shall have all personnel on board during the phase-out period. The outgoing Contractor shall be prepared to transition the workload to the newly selected Contractor during the 30-day phase-out period, which will occur at the end of the period of performance

710 of the contractual effort.

711 C.5.9.12.7. The Contractor shall perform approved contract support phase-out plan activities.

712 C.5.9.12.8. Phase-Out Plan. The Contractor shall develop a phase-out plan to affect a smooth and  
713 orderly transfer of contract responsibility to a successor. The plan shall fully describe the Contractor's  
714 approach to the following issues, at a minimum: Inventories and turn-over of government property;  
715 removal of Contractor property; reconciliation of all property accounts; turn-in of excess property; data  
716 and information transfer (to include but is not limited to algorithms, compiled and uncompiled source  
717 code, flow charts and business processes for the system and support applications); clean-up of  
718 Contractor work areas; and security debriefings in accordance with AR 380-5 for incumbent personnel  
719 holding security clearances; and any other actions required to ensure continuity of operations. The  
720 Contractor shall provide the phase-out plan to the COR within 30 calendar days after having received  
721 the request to develop the plan before the phase-out period commences. If all documentation has NOT  
722 been delivered and accepted by the COR, the contractor shall perform the service again at no additional  
723 cost to the Government and the failure may be documented in the COR monthly status report.

724 C.5.9.12.9. Conduct contract closure audit: The contractor shall validate the existence of current system  
725 documentation, source code (compiled and uncompiled), applications, utilities, SOP, user guides and  
726 other items as required. Notify the COR of any missing items within eight (8) business hours of  
727 identification.

728 C.5.9.12.10. The contractor shall conduct contract closure and close-out meetings.

729 (END OF SECTION C)

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**  
**CLAUSE INCORPORATED BY REFERENCE**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference

Table D.1

DFARS Clause No.	Clause Title	Date
252.245-7001	Tagging Labeling and Marking of Government Furnished Property	(Apr 2012)

**D.2 PRESERVATION AND PACKAGING**

All unclassified data delivered under this task order shall be packaged, packed, and marked as necessary to assure safe delivery to the addresses indicated on the DD Form(s) 1423. All classified data generated under this task order shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the task order DD Form 254, Contract Security Classification Specification, set forth at Section J, Attachment 2, hereto.

(END OF SECTION D)

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference:

Table E.1

FAR Clause No.	Clause Title	Date
52.212-4 (Alt I)	Contract Terms and Conditions-Commercial Items	(Jan 2017)

**E.2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance will occur in accordance with FAR 52.212-4 (a) Alt I (Jan 2017), Contract Terms and Conditions - Inspection/Acceptance. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected, and the Contractor notified of the COR's findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable, the COR will notify the CO and Contractor immediately. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. Acceptance of invoices shall constitute acceptance of performance.

Unsatisfactory Work: Unless otherwise negotiated, the Contractor shall correct or replace all non-conforming services or deliverables no later than five (5) work days after notification of non-conformance.

**E.3 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO shall be performed by the appointed COR.

**E.4 SCOPE OF INSPECTION**

All deliverables will be inspected for quality, content, completeness, accuracy, and conformance to requirements by the COR. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, and inspection of restrictive markings, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

**E.5 QUALITY CONTROL PLAN**

**E.5.1** Quality Control (QC) is the responsibility of the Contractor. The Contractor shall develop, implement, and maintain a Quality Control Program (QCP) to ensure all work described in this contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The Contractor is responsible for the delivery of quality services/supplies to the Government. The QCP is

developed by the Contractor to ensure that it performs and delivers high-quality service and products. The QCP shall include methods of documenting and enforcing quality control operations of both prime Contractor and/or subcontractor work, including inspection and testing.

**E.5.2** The Contractor shall submit their QC Plan within ten (10) working days of task order award and maintain an effective quality control program to ensure services are performed in accordance with the ITES-3S contract and as set forth in Section C, hereto. The Government may find the QC Plan "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QC Plan within ten (10) working days from receipt of notice that QC Plan is found "unacceptable." After acceptance of the QC Plan, the Contractor shall receive the Contracting Officer's acceptance in writing or any proposed changes to the QC procedures. The Contractor shall submit QC Plan changes within five (5) working days to the CO and COR for review and acceptance prior to implementation. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Defective service is defined as a service output that does not meet the standard of performance associated with the PWS. The Contractor's QC Plan is the means by which it assures that work complies with the requirements of the contract.

The QC Plan shall address as a minimum:

- a. Contractor's organizational and management structure, titles, responsibilities and qualifications, work, and quality control verification. A comprehensive program to plan and deliver quality services and supplies described in the contract. The QC Plan shall include a disaster contingency plan. The plan shall establish procedures, identify personnel, document PWS disaster services, and identify the means of maintaining PWS services during disasters. Disaster means natural disasters (e.g., earthquake, major storm, flash flood, or hurricane, pandemics), utility outage, terrorist attack, or other special circumstances identified by the Government.
- b. Inspection System. The Contractor shall develop, implement, and maintain a system to inspect their services as well as their subcontractor services and products to ensure compliance with PWS and contract requirements, and applicable laws and regulations. It shall specify tasks or areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, the titles of the individuals who will perform the inspections, and the percentage of the work that will be inspected on a recurring basis.
- c. Deficiency Identification, Prevention and Correction. The QC Plan shall include a method of identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable as defined in the PRS, without dependence upon Government direction. The Contractor shall identify and prevent defects in quality of products and services performed before the level becomes unacceptable and before they are provided to the Government. The QC Plan at a minimum shall address process control and continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification; procedures for root cause analysis; corrective and preventive action procedures to include procedures for addressing Government discovered non-conformances; procedures for trend analysis; and procedures for collecting and addressing customer feedback and complaints. The QC Plan shall document process control and process performance measurement procedures that shall include how the Contractor shall implement preventive corrective actions. The Contractor shall demonstrate that it has designed quality into the delivery of services thereby mitigating the risk(s) associated with delivery of deficient or nonconforming services.



- d. The methods of communications (direct and indirect) with the Government regarding performance of the contract. Communication shall include regular and formal meetings with the Government for review and analyses of key process indicators, analysis of process deficiencies, and problem resolution.

**E.5.3** The Contractor shall keep records on-site of all inspections conducted by the Contractor and necessary corrective action taken. These documents shall be available for inspection by the Government during the term of the contract.

**E.5.4** The QCP shall have a customer comment processing system for correction of COR validated comments received verbally or through the Interactive Customer Evaluation (ICE) program. The system should be designed to provide feedback to the Government based on customer contact, investigation of derogatory comments, rebuttal to derogatory comments, or corrective action(s). Government collected and graded customer satisfaction comment cards will be part of the Government's performance evaluation process. The Contractor shall document all customer complaints and report the complaint to the COR within one (1) workday after receipt of complaint. The Contractor shall use electronic mail or other written memoranda as notification. Each customer complaint reported to the COR shall have a scheduled completion date subject to COR approval.

**E.5.5** The Contract shall detail how continuous quality improvement will be a sustaining focus throughout the QCP and report monthly via a Process Improvements Tracker ongoing initiative to streamline processes, improve service and detail benefits to the Government.

**E.5.6** Upon request from the COR, the Contractor shall provide all reports generated as a result of the Contractor's quality control efforts. This shall include any summary information used to track quality control, including any charts/graphs.

(END OF SECTION E)



**SECTION F**  
**DELIVERABLES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

Contractor shall have routine access to Government-controlled facilities. The work to be performed under this contract shall be accomplished at **Fort Bragg, North Carolina**, at other Government installations, and contractor facilities. Contractor may have to travel for temporary duty in the continental United States (CONUS) and Outside of the Continental United States (OCONUS) to include Europe and Hawaii to support various planning, liaison, and task execution activities.

The Contractor may be required to perform services:

Off-site Any facility or location utilized by the Contractor in performance of this task order which is not provided by a Government agency (e.g., Contractor's branch office).

On-site Any facility or location where performance is required or directed under the task order that a Government agency has provided access to. (e.g., U.S. Government base or installation, or other Contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required.

**F.2 PERIOD OF PERFORMANCE**

This task order's maximum period of performance shall not exceed five (5) years or 60 months. The period of performance shall be for a 12-month base period with transition/phase-in during the first month of the base period along with four (4) one-year options with transition/phase-out during the last month of the applicable task order period.

**F.3 HOURS OF OPERATION**

In general, the Contractor shall provide a maximum level of support during the Government's core hours of 0800 to 1630 on a daily basis, five (5) days a week (Monday through Friday) Eastern Standard Time with the exception of travel as work hours may vary and federal holidays. For other than firm fixed price contracts, the Contractor shall not be reimbursed when the Government facility is closed for the reasons stated in Section H.1. The Contractor shall maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential to successful performance under this contract.

**F.4 OVERTIME AND EXTENDED HOURS**

Overtime is not anticipated on this task order. Overtime is defined as any additional hours worked in excess of the core hours defined in the "Hours of Operation" section of the task order. Extended hours are defined as an excess of 80 hours in a two (2) week billing period. In the event overtime or extended hours are required, the Contractor shall utilize GSA's electronic Assisted Services Shared Information System (ASSIST) at <https://portal.fas.gsa.gov> to submit requests for overtime or extended hours authorization to the COR and CO for approval prior to working overtime or extended hours. The request must identify the Contractor employee name, task and contract number, CLIN, labor category, date of overtime or extended hours, purpose, and number of hours being requested. Except for emergencies, all requests shall be submitted to the CO no later than 24 hours prior to working overtime or extended hours. If authorized by the COR, overtime and extended hours shall be paid at the regular fully burdened labor rates incorporated into the task order.

## **F.5 DELIVERABLE AND REPORTING REQUIREMENT**

This section describes the special requirements for this effort. The Contractor shall provide the deliverables and reports as detailed in the Table F.5 below. All deliverables shall be provided in electronic format to the COR. Contractor provided format for these documents shall be acceptable. All deliverables shall be uploaded to the GSA business application, GSA ASSIST, as a “Collaboration” (<https://portal.fas.gsa.gov/>).

The Contractor shall comply with all reporting requirements in accordance with this task order. Each deliverable shall be due as indicated in the table below, or as provided within an approved event requisition. The following schedule of milestones will be used by the Contracting Officer and COR to monitor timely progress under this TO.

**Table F.5**

Date Item No.	CDRL Title	Frequency	Contract Reference	Method and Point of Contact
A001	Status Report	As Required	C.5.9.5 - C.5.9.7	ASSIST to COR/CO
A002	Quarterly Activity Report	QTRLY	C.5.9.8	ASSIST to COR/CO
A003	Quality Control Plan (QCP)	ONE/R - One time with revisions	E.5	ASSIST to COR/CO
A004	Kick-Off Meeting Agenda	OTIME	G.1	ASSIST to COR/CO
A005	Kick-Off Meeting Presentation	OTIME	G.1	ASSIST to COR/CO
A006	Kick-Off Meeting Minutes	OTIME	G.1	ASSIST to COR/CO
A007	Transition/ Phase-In Plan – Final	OTIME	H.19; C.5.9.12	ASSIST to COR/CO
A008	Transition/ Phase -Out Plan	OTIME	H.19; C.5.9.12	ASSIST to COR/CO
A009	Report Record of Meeting Minutes	As Required	C.5.9.9 and C.5.9.10	Email to COR
A010	Long Distance Trip Report	As Required	G.11	Email to COR
A011	Software Documentation	As Required	C.5.2.7	Email to COR
A012	Information Technology Contingency Plan	As Required	C.5.2.36 and C.5.2.37	Email to COR
A013	RLAS SOP	As Required	C.5.2.41	Email to COR

## **F.6 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The Contractor agrees to submit, within ten workdays from the date of the Contracting Officer’s execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the FOIA, 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to

the task order requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

#### **F.7 PLACE(S) OF DELIVERY**

All unclassified deliverables and correspondence shall be delivered to the COR via GSA ASSIST.

#### **Freight On Board (FOB) DESTINATION POINT**

FOB Ft. Bragg, North Carolina. Pickup and Delivery will be made at: 4710 Knox Street and other locations CONUS and OCONUS as specified by the COR.

(END OF SECTION F)

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 KICK-OFF MEETING**

No later than five (5) work days following the task order award date, the Contractor shall coordinate with the Contracting Officer, schedule and attend a kick-off meeting to review the contract terms and conditions. The meeting location will be determined by the Government after award. The Government will provide a Kick-Off Meeting Agenda. The Contractor shall update the Kick-Off Meeting Agenda and return a copy of the updated agenda and presentation materials to the Contracting Officer no later than two (2) work days prior to the Kick-Off Meeting. The Contractor shall provide a Meeting Minutes Report to the GSA Contracting Officer (CO) no later than three (3) work days after the meeting. The kick-off presentation shall include the contractor's invoice schedule.

**G.2 ROLES AND RESPONSIBILITIES OF KEY GOVERNMENT PERSONNEL**

The following subsections specify roles and responsibilities of key Government personnel.

**CONTRACTING OFFICER**

The Contracting Officer's authority is defined in FAR 1.602.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The CO will appoint/designate a COR in writing through a COR Appointment Letter that will be provided to the Contractor upon award or within five (5) days of appointing a COR. The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR monitors all technical aspects of the contract and assists in contract administration. The COR assures that the Contractor performs the technical requirements of the contract; performs inspections necessary in connection with contract performance; maintains written and oral communications with the Contractor concerning technical aspects of the contract; issues written interpretations of technical requirements, including government drawings, designs, specifications; monitors Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinates availability of government furnished property, and provides site entry of Contractor personnel. The COR will provide no supervisory guidance to Contractor personnel. The COR is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

**ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)**

The Contracting Officer may appoint/designate an Alternate COR (ACOR) in writing through a COR Appointment Letter that will be provided to the Contractor within five (5) days of appointing an ACOR. The ACOR will have authority to take certain actions specifically provided and within the limitations prescribed in the designation. The ACOR will provide no supervisory guidance to Contractor personnel. The ACOR is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

**GOVERNMENT TECHNICAL MONITOR (GTM)**

The CO will appoint GTMs in writing through an Appointment Letter that will be provided to the Contractor upon award or within five (5) days of appointing a GTM. The GTM will receive, for the Government, all work called for by Section C and will represent the COR in the technical phases of the

work. The GTM will provide no supervisory guidance to Contractor personnel. The GTM is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract, TO, or ECPs. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

### **G.3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM**

TO performance will be evaluated and captured through the Contractor Performance Assessment Reporting System (CPARS) module (located at <https://www.cpars.gov/>). At a minimum, TO performance will be evaluated by the GSA Assisted Acquisition Services Division (AASD) on a yearly basis and upon TO completion. Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of sixty (60) days to submit comments, rebutting statements, or additional information, before it is finalized. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the TO file, and may be used by Federal agencies to support future award decisions.

### **G.4 CONTRACT ADMINISTRATION AND MANAGEMENT**

The following subsections specify requirements for contract management, contract administration and personnel administration.

#### **Contract Management**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at all CONUS and OCONUS locations and the Contractor's corporate offices.

#### **Contract Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the TO and ensure performance of effective assistance to the Government as outlined in this Section C. The Contractor shall respond to Government requests for contractual actions within three (3) working days. The Contractor shall have a single point of contact for program/technical and contract issues between the Government and Contractor personnel assigned to support this task order. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement and shall provide those records to the Government upon request.

#### **Personnel Administration**

The Contractor shall maintain training of personnel as required to perform the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support the TO.

In addition, the TO will have a designated GTM. The GTM will interact with Contractor personnel and provide input to the Contractor performance.

### **G.5 TECHNICAL SURVEILLANCE**

Performance by the Contractor of the technical aspects of this task order shall be under the cognizance of the U.S. Army Reserve Command. The Government will nominate a COR to perform technical surveillance of the Contractor, within the scope of this task order.



Changes to the terms or conditions of this task order shall only be made in writing, and such change shall be executed by modification of the task order by the Contracting Officer. The Contractor is responsible for ensuring that all Contractor personnel are notified of this provision. All changes, whether within or out-of-scope of this TO, performed by Contractor personnel without specific prior written authorization from the Contracting Officer are not considered to be authorized by the Government and shall not be binding on the Government, nor shall the Government be obligated to pay any costs associated therewith. The Contractor assumes liability for any and all costs resulting directly or indirectly from the performance of unauthorized work by Contractor personnel.

#### **G.6 OCISUBCONTRACT MANAGEMENT**

The Contractor shall be responsible for all subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor's performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

#### **G.7 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES**

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work with a minimum of under/over employment of resources. The Contractor shall ensure the ITES-3S labor categories as defined in the Labor Cat Rate Tables tab provided in Section J, Exhibit A, labor rates, and level-of-effort utilized in the performance of this TO (Section C reference paragraph) issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources to manage, perform, and administer the task order.

#### **G.8 INVOICE SUBMISSION**

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Acquisition ID: 47QFSA21K0099

Paying Number: Invoice Number Sequence

Award PIID Number: TBD

Project Title: Reginal Level Application Software Support

The Contractor shall confirm with a signed and dated statement that the invoice is correct and proper for payment. The Contractor shall provide invoice backup data in accordance with the contract type, including details such as labor categories, rates, and quantities of labor hours per labor category. The Contractor shall submit invoices as follows:

The Contractor shall utilize GSA ASSIST to submit invoices. The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link): <https://portal.fas.gsa.gov>.

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the Create New Invoice button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be

submitted to GSA or the GSA Finance Center. However, the COR may require the Contractor to submit a written —hardcopy invoice with the client’s certification prior to invoice payment.

## **G.9 INVOICE REQUIREMENTS**

The Contractor shall submit simultaneous copies of the invoice to both the CO and COR via email, along with all backup documentation as requested by the CO (e.g., receipts, credit card transactions reports, monthly expenditure report) prior to its submission in GSA ASSIST. The Contracting Officer and the COR shall have two (2) business days to review prior to submission in GSA ASSIST. The Contractor shall resolve any issues identified by the CO and COR prior to its submission in GSA ASSIST. The invoice shall include itemized charges and equipment/materials and travel authorized by the COR which are within scope of this task order and reflect the details specified below.

## **G.10 MATERIALS AND EQUIPMENT**

The Contractor shall be required to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. The Contractor shall submit a Request to Initiate Purchase (RIP) form to the COR or Contracting Officer for approval prior to purchasing any materials. The Contractor shall invoice monthly for the incurred materials and equipment costs. The invoice shall include the period of performance (PoP) covered by the invoice, the CLIN number, title, ECP Identifier Number (if applicable), and identify all cumulative materials and equipment costs billed by CLIN as stated in Section G. Monthly invoices shall include a copy of the approved RIP. All cost presentations provided by the Contractor shall also include backup documentation of purchase (upon request from CO (e.g., receipts)) and price fair and reasonableness determination.

## **G.11 TRAVEL**

The Contractor shall be required to travel CONUS and OCONUS during the performance of this contract to attend meetings, conferences, and training. The Contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this contract. The Contractor shall submit a travel authorization request (TAR) form to the COR or Contracting Officer for approval prior to beginning any travel. The TAR form must identify the traveler’s name, travel dates, location(s), per diem rates, purpose of trip, all estimated expenses, and an estimate of the remaining travel funds after the travel being authorized is complete. All travel requires advanced approval/authorization by the COR and therefore no travel occur without prior Government authorization. Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR), FAR 31.205-46, and the limitation of funds specified in this contract.

The Contractor shall invoice monthly for the incurred travel costs in compliance with the FTR. The invoice shall include the PoP covered by the invoice, the CLIN number, title, ECP Identifier Number (if applicable), and identify all cumulative travel costs billed by CLIN as stated in Section G. Monthly invoices shall include a Travel Expense Summary; in Microsoft Excel format, for all travel charges incurred for the month. The Travel Expense Summary shall be an Excel attachment to the invoice. (Reference Attachment 4, Travel Expense Summary). All cost presentations provided by the Contractor shall also include backup documentation of purchase (upon request from CO (e.g., receipts)) and price fair and reasonableness determination.

Long-distance travel is defined as travel to a location over 50 miles from the Contractor employee’s normal duty station. Local travel is defined as travel that is required to perform services in accordance with the PWS that is within a 50-mile radius of the place of performance. OCONUS allowances may be

1150 considered a travel related cost and would be reimbursed under the cost reimbursable travel.

1151 The Contractor shall produce a long-distance travel request template, local travel log template, and a  
1152 long-distance trip report template. The templates shall be submitted to the COR within ten (10) days  
1153 after contract award for approval. The long-distance travel request template shall include, at a  
1154 minimum: Name, duty position, justification for travel, mode of travel, distance of travel, estimated  
1155 time of travel, and POC of travel at the support site.

1156 **The Local Travel Log template shall include, at a minimum:** Name, duty position, reason for  
1157 travel, key personnel assisted (name, position, and phone number), significant activities accomplished  
1158 during visit, follow-up requirements, recommendations, comments, and signature block.

1159 **Long-Distance Trip Report.** Upon completion of long-distance travel, a Long-Distance Trip Report  
1160 is required. Trip Reports shall be provided to the COR within five (5) workdays after travel has been  
1161 completed. Additionally, all trip reports for the month will be rolled up into the monthly status report.  
1162 This report shall be submitted on the approved template and provide a synopsis of accomplishments  
1163 performed during the travel period. The Contractor shall submit monthly invoices for reimbursement  
1164 citing the appropriate CLIN. Each individual travel instance must be captured; copies of receipts,  
1165 travel vouchers, etc. shall be attached to the invoice to support charges. Original receipts shall be  
1166 maintained by the Contractor and made available to Government auditors upon request.

1167 The long-distance trip report template shall include at a minimum: Traveler(s) name, position, reason  
1168 for travel, mode of travel, duration of travel, destinations, organization visited, key personnel assisted  
1169 (name, position, and phone number), significant activities accomplished, systems involved, discussion  
1170 background, follow-up requirements, recommendations/ comments, and signature block.

## 1171 **G.12 TASK ORDER CLOSE-OUT**

1172 The Contractor shall cooperate with the Contracting Officer to close-out the TO as soon as practical  
1173 after expiration, cancellation, or termination of the period of performance. The Contractor shall provide  
1174 the Government with a detailed schedule of close-out actions to be completed. The schedule shall, at a  
1175 minimum, include the following:

- 1176
- 1177 • Expected date of the final invoice for all CLINs.
- 1178 • Expected date for close-out completion to include final CDRLs to be delivered.
- 1179

1180 After the TO PoP has ended, the Contractor shall provide the CO and COR with monthly updates on  
1181 the detailed close-out schedule at no additional cost to the Government. The Contractor's close-out  
1182 performance will be evaluated and captured through the CPARS module.

1183

1184 If the Contractor's close-out schedule is not adhered to, the Contractor shall notify the CO of any  
1185 delays in writing.

1186

1187 The final invoice should be submitted within two (2) months of the TO PoP expiration. The Contractor  
1188 shall provide the Government with a monthly status on when the final invoice will be submitted to the  
1189 Government upon the completion of the base period or (if exercised) an option period.

1190

1191 The Government reserves the right to close-out each task order year of performance within three (3)  
1192 months of the task order year expiration in the applicable performance year (e.g., base, option, etc.).



The Contractor shall cooperate with the Contracting Officer to close-out each performance year. The Contractor will be required to execute a waiver of claims to be included in a bi-lateral modification at the conclusion of each task order performance period.

### **G.13 COMPLIANCE WITH SECTION 508**

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other specific location).

### **G.14 INCREMENTAL FUNDING — FIRM FIXED PRICE**

(a) Contract line item(s) X001 (includes 0001a and 0001b) through X005 are incrementally funded. For this/these items, the sum of **\$ TBD** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will

be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ TBD
(month) (day), (year)	\$ TBD
(month) (day), (year)	\$ TBD
(month) (day), (year)	\$ TBD

(End of clause)

## **G.15 INCREMENTAL FUNDING — TIME AND MATERIALS/LABOR HOURS**

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The Contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue

performance of the contract/order for the specified period of performance or completion of that task.

Sixty (60) days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the Contractor for charges in excess of the contract/order funded amount and the Contractor is not obligated to continue performance or otherwise incur costs that could result in charges.

#### **G.16 INCREMENTAL FUNDING — LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$ SEE SCHEDULE for CLINs X007 is currently obligated and available for payment by the Government. Additional incremental funding for these CLINs will be obligated and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the CLINs is from award through period of performance completion. The TO will be modified to add funds incrementally up to a maximum of **\$TBD** over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO.

(END OF SECTION G)

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS**

Contractor personnel will not be allowed access into Government facilities during Federal Government Holidays, weekends, non-duty hours or other times when Government employees are not in attendance (e.g., inclement weather resulting in the closing of Ft. Bragg, and other emergencies) unless such access is directed or approved by the CO or an appointed COR in advance. Contractor personnel may not perform work at an alternate duty location during Federal Government Holidays, weekends, non-duty hours or other times when Government employees are not in attendance unless directed or approved by the CO or an appointed COR in advance.

The following holidays are recognized by the Federal Government:

- New Year's Day, January 1\*
- Martin Luther King, Jr.'s Observance, third Monday in January
- President's Day, third Monday in February
- Memorial Day, last Monday in May
- Juneteenth, June 19\*
- Independence Day, July 4\*
- Labor Day, first Monday in September
- Columbus Day, second Monday in October
- Veterans' Day, November 11\*
- Thanksgiving Day, fourth Thursday in November
- Christmas Day, December 25\*
- Any other day designated as a holiday by Federal Statute or Executive Order.

\*Observed the Friday before or the Monday after if holiday falls on a weekend day.

When a holiday occurs on a Saturday, Federal employees are normally granted the previous Friday as the holiday observance. When a holiday occurs on a Sunday, Federal employees are normally granted the following Monday as the holiday. The Contractor shall work on the days the Government is scheduled to work.

When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor shall have the following options:

- a) The Contractor shall reschedule the work, so it is performed the following day unless the following day falls on a weekend.
- b) Reschedule the work on any day that is mutually satisfactory for the Contractor and Government.

**H.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541519 Other Computer Related Services.

**H.3 PRODUCT SERVICE CODE**

The product service code is DA01 - IT and Telecom - Business Application / Application Development

Support Services (Labor).

#### **H.4 SECURITY CLEARANCE REQUIREMENTS**

Contractor personnel performing on this task order shall have a **SECRET** clearance at the start of the task order granted by the Defense Industrial Security Clearance Office. The Contractor shall comply with the requirements of **Contract Security Classification Specification (DD Form 254)**, attached hereto. The highest level of performance anticipated during the life of the task order is For Official Use Only (FOUO). In addition, the Contractor is restricted, by terms of the contract, from releasing information outside the Government and may release information inside the Government only on a "need-to-know" basis. It is the Contractor's responsibility to obtain verification, from the Cognizant Security Office, of the recipient's facility clearance, storage and safeguarding capability prior to actual release of any classified information/material. All personnel must meet requirements IAW DoDD 8140.01. For more information, please visit <http://www.dss.mil>. Personnel Security Clearances must be kept to an absolute minimum based on contractual needs. Contractor personnel shall comply with all applicable security and safety regulations, guidance, and procedures, including local, referenced in this PWS and in effect at the work sites.

The solicitation and resulting contract is subject to Industrial Security Regulation (ISR), DOD 5220.22-R. Procedural guidance is provided by the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

The following security considerations shall apply:

- The Contractor shall be required to have a **SECRET facility clearance** for performance under this TO.
- The Contractor shall originate the request through their Contractor Company Facility Security Officer (FSO) based on bona fide contractual occupational requirement.
- The Contractor personnel shall have a favorable National Agency Check and written inquiries (NACI) in accordance with Security definition for personnel who occupy Automated Data Processing "ADP" Sensitive positions, as per AR 380-67, Appendix K, "The Personnel Security Program" no later than ten (10) workdays after contract award or prior to performance under this contract, whichever comes first.

#### **H.5 INSTALLATION SECURITY REQUIREMENTS**

The following subsections specify installation security requirements.

In performing this task order, the Contractor shall not receive and or generate classified material.

#### **CONTRACTS THAT REQUIRE HANDLING OR ACCESS TO CLASSIFIED INFORMATION**

##### National Industrial Security Program (NISP)

The Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access

to information classified “Confidential,” “Secret” or “Top Secret” and requires Contractors to comply with—(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the Contractor. The Contractor shall implement and maintain a security program for control of personnel, property, and information, including, unclassified and classified materials, documents, and records. The Contractor’s security program shall be completed within 30 days of contract award and updated annually. The Contractor’s security program shall include provisions for, but not limited to:

- Initial and Annual Operations Security (OPSEC) awareness training IAW AR 530-1.
- Receiving, storing, disseminating, transmitting, transporting, and protecting items classified as CONFIDENTIAL or SECRET by the Government, including the use of courier cards.
- In-processing and out-processing Contractor personnel for security matters.
- Obtaining Contractor personnel security clearances.
- Documenting and reporting actual and potential security problems.
- Initiating proper procedures to correct documented problems and implementing corrective procedures in the Contractor's security program.
- Filing Classified Documents. All Government-furnished classified and unclassified files in existence at the contract performance start date and those generated under this contract shall be maintained in accordance with AR 25-400-2 or other applicable regulations. Files shall be transferred to the CO or designated representative upon completion of the contract period or last day of contract performance, whichever comes first. Such files are the property of the U.S. Government. The Contractor shall provide security of classified documents in accordance with AR 380-5, Army Information Security Program and DoD 5220.22-M, NISP Operating Manual.

#### **PHYSICAL SECURITY PLAN**

This portion of the Contractor’s security program shall address physical security aspects associated with contract performance and describe how the Contractor shall prevent unauthorized access, vandalism, pilferage, larceny, sabotage, and arson directed toward Contractor-controlled facilities and Government Furnished Property (GFP). The following regulations shall apply when developing the physical security plan: ARs 190-13 and 190-51; DoD 4500.9-R; Department of Defense Instruction (DODI) 5220.22; and Fort Bragg Regulation 190-13-1. The Contractor shall develop and implement a physical security plan in accordance with AR 190-13, The Army Physical Security Program and Fort Bragg Regulation 190-13-1.

#### **KEY CONTROL**

The Contractor shall include in the physical security section of the Contractor’s security program a key control plan IAW applicable regulations, policies and directives ensuring keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The key control plan shall include requirements of AR 380-5, Fort Bragg 380-5, FORSCOM Supplement 1 to AR 380-5, and USAR Regulation 380-5, if classified materials are being stored. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR. In the event keys are lost or duplicated, the Contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or

re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than authorized Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

#### **LOCK COMBINATIONS**

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's security program plan.

#### **INFORMATION SECURITY PLAN**

The Contractor shall develop and implement an Information Security Plan IAW AR 380-5 AR 380-67, Fort Bragg 380-5, Fort Bragg 380-67, FORSCOM Supplement 1 to AR 380-5, and USAR Regulation 380-5, for the control of classified information. The Information Security Plan shall be completed within 30 days of contract award and updated annually. The Contractor's information security program shall include applicable provisions of AR 380-series regulations.

Information assurance (IA)/information technology (IT) training: The Contractor employees working IA/IT functions shall comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six (6) months (180 days) of employment.

Information assurance (IA)/information technology (IT) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

#### **ACCESS AND GENERAL PROTECTION / SECURITY POLICY AND PROCEDURES**

All Contractor personnel performing work under this contract shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by DoD, HQ Department of Army (DA), or local policies. Sponsoring organizations, activities, and persons will be responsible for monitoring Contractor access by submitting a completed and approved Directorate of Emergency Services (DES) Form 118 to the Installation All American Visitors Control Center (VCC), detailing the contracted services to be performed, location of services, and duration of the contract. Contractors requesting access for less than one (1) year may receive an Army's Automated Installation Entry (AIE) visitor card on a case-by-case basis, or a temporary vehicle pass for 90 days. Contractor cards will be issued for periods of one (1) to three (3) years depending on the terms of their contract. AIE card expirations may be updated to reflect a new contract period by re-submitting an approved DES Form 118 to the All American VCC. Renewed short-term passes must be re-

1497 processed at the All American VCC. In addition to the changes otherwise authorized by this contract,  
1498 should the Force Protection Condition (FPCON) at any individual facility or installation change, the  
1499 Government may require changes in Contractor and subcontractor security matters or processes.

1500

1501 **FOR CONTRACTORS REQUIRING COMMON ACCESS CARD (CAC)**

1502 a) This contract requires Contractor personnel and/or subcontract personnel to have routine physical  
1503 access to a Federally-controlled facility and/or routine access to a Federally-controlled information  
1504 system as identified in the Section C PWS. All Contractor personnel performing work under this  
1505 contract shall obtain a Department of Defense (DoD) Common Access Card (CAC) and the  
1506 FORSCOM/USARC Access badge. The CAC and the FORSCOM/USARC Access badge shall be  
1507 worn, when performing work under this contract, to include attending government meetings and  
1508 conferences. Unless otherwise specified in the contract, Contractor personnel shall wear the CAC and  
1509 the FORSCOM/USARC Access badge in a conspicuous place on the front of exterior clothing and  
1510 above the waist, except when safety or health reasons prohibit such placement or when being used for  
1511 computer access. Reference CAC Issuance and Revocations: DoDI 5200.46, September 9, 2014.

1512 b) Contractor personnel shall be required to obtain a CAC at least ten (10) workdays prior to start of  
1513 base contract period or prior to performance under this contract, whichever comes first.

1514 c) The Contractor hereby understands its responsibility of complying with the agency's CAC  
1515 procedures applicable to the installation where performance will occur. The Contractor shall account  
1516 for all forms of Government-provided identification issued to the Contractor employees and/or  
1517 subcontractor employees in connection with performance under this contract/order.

1518 d) The Contractor shall provide a report to the COR of the total number of CACs issued under this  
1519 contract/order no later than the following:

- 1520 - 10 business days after contract/order performance begins
- 1521 - 10 business days after exercise of each option period
- 1522 - 10 business days after Contracting Officer's notice/request

1523 e) Each report shall include the following information, at a minimum:

- 1524 - The individual's name;
- 1525 - Title;
- 1526 - Date the CAC credential/security badge is required under the contract;
- 1527 - Date the CAC credential is issued;
- 1528 - Unique CAC credential number;
- 1529 - Date CAC credential is no longer needed;
- 1530 - Date CAC credential is returned

1531 f) In addition to the above, the Contractor shall return such identification to the issuing agency at the  
1532 earliest of any of the following:

1533 (1) When the CAC is no longer needed for contract performance.

1534 (2) Upon completion of the Contractor employee and/or subcontractor employee's employment.



1535 (3) Upon contract completion or termination of contract/order

1536 g) The Contractor shall deliver a written report to the Contracting Officer addressing the requirements  
1537 in paragraphs d-f above. A copy of each written report shall be delivered to the Contracting Officer via  
1538 upload to the GSA ASSIST Collaborations tool using the 'Report' collaboration type. The Contractor  
1539 shall also ensure the COR is selected as a 'Responsible Person' in the GSA ASSIST collaboration for  
1540 distribution. The Contractor shall immediately report any lost or stolen CAC or government issued  
1541 identification cards to the COR and Military and/or DoD police agencies. The Contractor understands  
1542 the Contracting Officer may delay final payment under the contract/order if the Contractor fails to  
1543 comply with these requirements.

1544 **PROTECTION AND HANDLING OF "FOR OFFICIAL USE ONLY" INFORMATION**

1545 Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and  
1546 handled in accordance with the following:

1547

1548 **DEFINITION**

1549 Information that has not been given a security classification pursuant to the criteria of an  
1550 Executive Order, but which may be withheld from the public for one or more reasons cited in  
1551 Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official  
1552 Use Only. No other material shall be considered or marked "For Official Use Only" (FOUO). FOUO is  
1553 not authorized as a form of classification to protect national security interests.

1554

1555 **SAFEGUARDING FOUO INFORMATION**

1556 During Duty Hours: During normal working hours information determined to be FOUO shall be placed  
1557 in an out-of-sight location of visitors, casual traffic and other non-Government/non-Contractor  
1558 personnel have access to the work area. During Non-duty Hours: At the close of business, FOUO  
1559 records shall be stored so as to preclude unauthorized access. Filing such material with other  
1560 unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or  
1561 Government/Contractor internal building security is provided during non-duty hours. When such  
1562 internal security control is not exercised, locked buildings or rooms normally provide adequate after-  
1563 hours protection. If such protection is not considered adequate, FOUO material shall be stored in  
1564 locked receptacles such as file cabinets, desks or bookcases.

1565

1566 **TRANSMISSION OF FOUO INFORMATION**

1567 FOUO information will be transported in a manner that precludes disclosure of its contents.  
1568 When not commingled with classified information, FOUO information may be sent via first-class mail  
1569 or parcel post. Shipments that otherwise qualify under postal regulations may be sent  
1570 fourth-class mail. Transmittal documents will call attention to the presence of FOUO Attachments.

1571

1572 **TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES**

1573 Termination: The originator or other competent authority, e.g., initial denial and appellate authorities,  
1574 shall terminate 'For Official Use Only' markings or status when circumstances indicate that the  
1575 information no longer requires protection from public disclosure. When FOUO status is terminated, all  
1576 known holders shall be notified, to the extent practical. Upon notification, holders shall efface or  
1577 remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely  
1578 for that purpose.

1579

1580 Disposal: FOUO materials shall be destroyed using a method that is compliant with the NISPOM and

any local installation procedures when working at a Government facility. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

## **H.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Contractor (to include subcontractors) shall provide each employee a Company Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. The USARC Ft. Bragg Security Office shall provide each properly cleared contractor/subcontractor employee a Ft. Bragg Identification (ID) Badge upon assignment.

ID Badges shall be worn at all times during which the employee is performing work under this task order. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit.

The COR shall be responsible for collection of Ft. Bragg ID badges upon completion of the task order or termination of employee and providing them to the USARC Ft. Bragg Security Office. If the COR is not available, all access credentials should be returned to the Contractor Facility Security Officer (FSO). A listing of issued identification cards shall be furnished to the Contracting Officer prior to the task order performance date and updated as needed to reflect Contractor and subcontractor personnel changes IAW DI-MGMT-80508.

Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of AR 25-2, Information Assurance, have been fully completed and approval has been granted by the Government for the non-U.S. citizen to perform the required support. Foreign owned companies and foreign national Contractors will only be permitted to perform under this task order when there are no qualified U.S. companies and /or U.S. Contractors. Any non-U.S. Citizen working under this task order must first be approved by the CO.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials.

Failure to safeguard any privileged information which may involve the Contractor or the Contractor's personnel, or to which they may have access, may subject the Contractor and/or Contractor's personnel to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the Contractor.

## **H.7 CONTRACTOR PERSONNEL APPEARANCE, PERFORMANCE AND CONDUCT**

It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs, or any other incapacitating agents. Contractor personnel shall be neatly groomed and dressed in business casual attire to always present a professional appearance.

C.1.15.6.1.

The CO may require the Contractor to remove from the job site any employee working under this contract for reasons of misconduct, security, or found to be under the influence of alcohol, drugs, or other incapacitating agents. Contractor employees shall be subject to dismissal from the premises upon determination by the CO that such action is necessary in the interest of the Government. In accordance with Joint Ethics Regulations, DOD 5500.7-R, and 18 U.S.C. 1382 (1972), the removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement of providing sufficient personnel to perform the services as required by this contract.

## **H.8 SECURITY TRAINING REQUIREMENTS**

The following sub-sections provide details of various security-related training requirements for this task order. The Contractor shall retain most current certificates of completion for each affected Contractor employee and subcontractor employee.

### **ANTI-TERRORISM PROGRAM**

#### **ANTI-TERRORISM (AT) LEVEL 1 TRAINING**

This provision/contract clause is for Contractor employees performing work under this contract that require access to Army installations, facilities and controlled access areas. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within ten (10) calendar days after commencing performance under this contract and annually thereafter. The Contractor shall submit employee certificates of completion within ten (10) calendar days after completion of the training. AT Level I awareness training is available at the following website:  
<https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>.

#### **iWatch TRAINING**

This provision/contract clause is for Contractor employees performing work under this contract that require access to Army installations, facilities and controlled access areas. The Contractor shall coordinate with the COR for the training standards provided by the COR's Anti-Terrorism Office (ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award with the results reported to the COR NLT 45 calendar days after contract award. New employees shall complete the training within ten (10) calendar days of commencing performance under this contract, with the results reported to the COR NLT 15 calendar days of employee commencing performance under this contract.

iWatch is simply common awareness. Contract employees can be good sources of information. iWatch training would include organization instructions on "things to look for" and a phone number to call in case the contract employees have information regarding possible terrorist or criminal activities. Providing Contractors with awareness materials such as the iWatch brochure or wallet card is a cost-

effective alternative to training. The card describes suspicious activity and can be modified to include the COR in reporting procedures. Samples of the iWatch brochure and posters are available on the Antiterrorism Enterprise Portal (ATEP) at website:  
<https://army.deps.mil/army/sites/PMG/prog/ATEP/iWATCH%20Army/Forms/AllItems.aspx> and  
<https://www.army.mil/e2/c/downloads/287489.pdf>

#### **THREAT AWARENESS REPORTING PROGRAM TRAINING**

For all DoD Contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), Contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent.

#### **COMBATING TRAFFICKING IN PERSONS, DoD CYBER AWARENESS CHALLENGE, PERSONAL IDENTIFICATION INFORMATION (PII) and SEXUAL HARASSMENT ASSAULT RESPONSE PROGRAM (SHARP) TRAINING**

This provision/contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete Combating Trafficking in Persons, DoD Cyber Awareness Challenge, Personally Identifiable Information (PII), and Sexual Harassment Assault Response Program (SHARP) training within thirty (30) calendar days of their reporting for duty and annually thereafter.

#### **OPSEC TRAINING**

Level I OPSEC Awareness Training: Per AR 530-1, Operations Security, all Contractor employees, to include subcontractor employees shall complete Level I OPSEC Awareness Training within thirty (30) calendar days of their reporting for duty and annually thereafter. OPSEC Awareness for Military Members, DoD Employees and Contractors is found at the following website:  
<https://securityawareness.usalearning.gov/opsec/index.html>

#### **INFORMATION ASSURANCE (IA) / INFORMATION TECHNOLOGY (IT) TRAINING AND/OR CERTIFICATION**

Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately trained and/or certified, as required upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Additional training for IA workforce positions must be completed within six (6) months.

#### **GOVERNMENT INFORMATION SYSTEMS AND INFORMATION AWARENESS REQUIREMENTS**

Contractor shall have access to Government-controlled information systems during performance of work under this contract. All Contractor employees and associated subcontractors who require access to a government information system shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of support services and must successfully complete the DoD Information Assurance Awareness prior to access to the information systems. Training shall be required annually after the initial training. Completion certificates shall be submitted to the COR within fifteen (15) calendar days from date of commencing performance under this contract.

#### **SECURITY REQUIREMENTS FOR OVERSEAS TRAVEL**

The Contractor may be required to travel overseas during the TO PoP. The Contractor shall adhere to all federal and OCONUS regulations and ensure all Contractor personnel traveling overseas have the

required documentation and approvals.

For travel requirements/restrictions to any other foreign country, see the Foreign Clearance Guide (FCG) at the following website for applicable information: <https://www.fcg.pentagon.mil/fcg.cfm>  
The Contractor shall stay abreast on all overseas security requirement changes and implement these changes as they occur.

## **H.9 NON-PERSONAL SERVICES**

GSA will not issue a task order to provide services prohibited by FAR Part 37.1. The administration and monitoring of the Contractor's performance by GSA or the Client Representative(s) shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

- a. Provide for direct supervision of all contract employees assigned to the task.
- b. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees with the client.
- c. Ensure close communication/coordination with the GSA Contracting Officer, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave or work scheduling of Contractor employees, terminate Contractor employees, assist Contractor employees in doing their jobs or obtain assistance from the Contractor in doing Government jobs.
- e. Do not assign Contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader point of contact. The point of contact or alternate shall be the only one who accepts works from the assigned Government point of contact or alternative.

## **H.10 ORGANIZATIONAL CONFLICT OF INTEREST**

This clause is applicable to all vendors that the Offeror has entered into a contractor teaming agreement or prime contractor subcontractor relationship in connection with its proposal submission for this acquisition.

This task order effort has potential for an Organizational Conflict of Interest (OCI) as identified in FAR Subpart 9.5 and DFARS Subpart 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under this task order, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this task order.

1768 1. DEFINITIONS

1769  
1770 (a) “Organizational Conflict of Interest” (OCI) means that because of other activities or  
1771 relationships with other entities, a Contractor is unable, or potentially unable to render impartial  
1772 assistance or advice to the Government, the Contractor’s objectivity in performing the contracted work  
1773 is or might be otherwise impaired, or a Contractor is in a position to have an unfair competitive  
1774 advantage as a result of the knowledge, information, and experience gained during the performance of  
1775 this task order. All actual or potential OCI situations shall be handled in accordance with FAR Subpart  
1776 9.5.

1777  
1778 (b) “Contractor” for the purpose of this OCI provision means the Contractor, including any company  
1779 or current or future entity such as a business organization of which it is a part (i.e., parent company), its  
1780 current or future subsidiaries, divisions, affiliates, any joint venture involving the Contractor, and any  
1781 entity which the Contractor or any successor or assignee of the Contractor uses currently or in the  
1782 future as a prime Contractor, subcontractor, or consultant to either the prime Contractor or a  
1783 subcontractor under this task order. “Affiliates” is as defined in FAR Subpart 2.1.

1784  
1785 2. GENERAL TERMS

1786  
1787 (a) The Contracting Officer has the sole authority to determine whether an organizational conflict of  
1788 interest exists and to determine whether the organizational conflict of interest has been reasonably  
1789 mitigated or resolved. The Contracting Officer’s decision as to the existence or nonexistence of an  
1790 actual or potential organizational conflict of interest shall be final and is not subject to the clause of this  
1791 task order entitled “DISPUTES” (FAR 52.233-1).

1792  
1793 (b) The Contractor shall include this requirement in its entirety in all subcontracts of any tier, which  
1794 involve access to information, or situations/conditions covered by the preceding paragraphs,  
1795 substituting “subcontractor” for “Contractor” where appropriate.

1796  
1797 (c) The Government may waive application of this clause, or any of its parts, when it is determined in  
1798 writing by the Contracting Officer to be in the best interest of the Government to do so.

1799  
1800 3. DISCLOSURES and NOTIFICATIONS

1801  
1802 The Contractor agrees that, if after award, it discovers an actual or potential OCI; it shall make  
1803 immediate and full disclosure in writing to the Contracting Officer and not commence work on any task  
1804 that involves the actual or potential OCI until specifically notified by the Contracting Officer to  
1805 proceed. The Contractor notification to the Contracting Officer shall include a description of the actual  
1806 or potential OCI, a description of the action, which the Contractor has taken or proposes to take to  
1807 avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the  
1808 Contracting Officer in making a determination on this matter. Notwithstanding this notification, the  
1809 Government may terminate the task order for the convenience of the Government if determined to be in  
1810 the best interest of the Government.

1811  
1812 4. ACCESS TO PROPRIETARY INFORMATION

(1) In accordance with FAR 9.505-4, whereas performance of this contract may require access to proprietary data of other companies, the contractor must agree with the other companies to - 1) protect their information from unauthorized use or disclosure for as long as it remains proprietary, and 2) refrain from using the information for any purpose other than that for which it was furnished. Prior to accepting proprietary data, the contractor shall execute agreements with the respective companies, which obligate the Contractor to protect the data from unauthorized use or disclosure. The Contractor shall furnish copies of these agreements to the SCO prior to accepting proprietary data. The Contractor further agrees that such proprietary data shall not be used in performing for the DoD additional work in the same field as work performed under this contract if such additional work is procured competitively.

2) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(3) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order.

## 5. RESTRICTIONS OR RESTRAINTS

### Pre-Award OCI:

Relative to contract pre-award OCI Risk Mitigation procedures, after reviewing FAR Subpart 9.5 and DFARS Subpart 209.5 in their entirety, if the Contractor determines their company, including Subcontractors and Consultants, has an actual or potential OCI that exists at the time of proposal submission, the Contractor must submit an OCI mitigation plan with their proposal if they suspect there might be OCI issues with the development or submission of their proposal that conflict with the principals listed in FAR 9.505, -1,-2,-3 and -4. The OCI mitigation plan shall be included in the COVER LETTER. This OCI mitigation plan should list, in specific detail, the issue(s) that constitute the potential OCI, how the issues originated, and draft plan on how to mitigate the OCI, any other pertinent facts or assumptions that lead the Offeror to believe an OCI issue exists with their proposal. This OCI mitigation plan will be evaluated for its acceptability, and if found acceptable, the Offeror will be allowed to participate in the subject solicitation. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Offeror may be excluded from consideration for award.

### Post-Award OCI:



Relative to contract post-award OCI Risk Mitigation procedures, the Contractor may submit a proposal or provide support to contractors submitting proposals for solicitations for requirements that may result from the work associated with the acquisition support on a resulting project-by-project basis, provided that: (1) Contractor successfully mitigates any actual or potential OCIs through the preparation and implementation of a pre-proposal OCI Risk Mitigation Plan; and (2) the CO determines that the Contractor's OCI Risk Mitigation Plan is acceptable and approves Contractor's participation in the subject solicitation. No OCI plan for post-award OCI issues is required with the Offeror's RFP response; this will be a post-award submission requirement.

## **6. REMEDIES**

(a) Notwithstanding paragraph 3 above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this task order or becomes, or should become, aware of an organizational conflict of interest after award of this task order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this task order for default.

(b) In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of task order for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under the basic contract, this task order, and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

### **H.11 BUSINESS RELATIONS**

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of execution and problem identification to ensure effective contract performance. When required or otherwise requested by the Government, the Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall insure customer satisfaction and professional and ethical behavior of all Contractor personnel during performance of this effort.

### **H.12 NON-DISCLOSURE REQUIREMENTS**

Contractor personnel performing work under this contract shall read and sign a non-disclosure statement prior to performing work under this contract. Performance of this contract may require the contractor to access data and information proprietary to the Government agency or of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the Government.

### **H.13 CONTRACTOR FURNISHED ITEMS**

The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under H.15 below.

### **H.14 GOVERNMENT-FURNISHED PROPERTY (GFP)**

If so provided, the Contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. Should the contractor require and be furnished GFP, property furnished will be in accordance with FAR Part 45. All GFP shall be returned to TPOC prior to the departure of each



responsible Contractor employee or at the end of the TO whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

## **H.15 GOVERNMENT FURNISHED MATERIALS**

### **H.15.1 Services**

The Government will provide the contractor a dedicated work area for on-site support. The Contractor shall be provided the authority to access all information required to perform duties. The Contractor shall only use the government property (either furnished or acquired under this contract) for performing the contract, unless otherwise provided for in the contract or approved by the Contracting Officer. The Contractor is responsible and accountable for all GFP within the provisions of the contract, including any property in the possession or control of a subcontractor. The Contractor shall establish and maintain a system to manage (control, use, preserve, protect, repair, and maintain) government property in its possession.

### **H.15.2 Facilities**

The Government will provide the Contractor PM and supporting Full-Time Equivalent employees with office space at one of three (3) locations. The APM shall occupy the same PM office space while performing duties during the absences of the PM. Primary – on site at US Army Reserve Command Headquarters, Fort Bragg, NC; Alternate – any Army Reserve Center (ARC) close to contractor's home of record or place of work (also referred to as "Armory" or "Joint Facility"); Other – from the contractor's office location or the contract employees' home. Any FTE working from an "Other" location must notify the COR and CO in writing for approval and must locate the nearest USAR ARC to their "Other" work location for purposes of GFE computer support / hard-wire Wide Area Network (WAN) Army Reserve Network (ARNET) access for system updates / machine or software patches / Voice over Internet Protocol (VoIP) access / Virtual Teleconference (VTC) access. The COR will approve or deny the request for "Other" work locations in coordination with the RLAS program office. In the event that the Contractor requests to work at an "Other" work location and the COR approves that request, the approval shall be considered a convenience to the Contractor and the Government shall not incur higher offsite rates. The Government shall provide access to all necessary documentation and facilities required for this effort.

### **H.15.3 Utilities**

The Government will provide all utilities in the facility to the Contractor for their use in performing tasks outlined in this PWS. The Contractor shall instruct all employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

### **H.15.4 Equipment**

The Government will provide desks, workspace, utilities, computer equipment (to include all necessary office hardware & software), an electronic mail (e-mail) account, use of the Government telephone and secure communications equipment, facsimile machine, and copier usage. All Government Furnished Equipment (GFE) shall be utilized in strict performance of contract related duties and the Contractor shall maintain policies that prohibit fraud and abuse.

The Government maintains control over all Government property. Contractors (and subcontractors) may be issued temporary hand receipts (DD1149) for day-to-day responsibility of assigned equipment.

Any Government property, material, etc. shall be returned to the COR within 10 days after task order completion. The Contractor shall be liable for any damage that has been determined to be caused by negligence or misuse.

The Government reserves the right to change, alter, and/or modify the facilities being provided to the Contractor. The Government will also provide access to the infrastructure and all related network and computer devices required to perform the work in Section C.

#### **H.16 PROPERTY ACCOUNTABILITY**

a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout task order performance.

b. In accordance with FAR 52.245-1, Government Property, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan must be adequate to satisfy the requirements of the contract and shall be submitted to the COR for review and to the CO for approval.

c. The Contractor shall be accountable for equipment removed from the Government premises and utilized by the Contractor in performance of projects under the TO. Accountability shall be established by DD Form 1149. The Contractor shall be accountable for equipment utilized by the Contractor personnel in performance of projects under the TO. Accountability shall be established by individual with a signed hand receipt.

d. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout task order performance. The transfer of government furnished property will be accomplished on a DD Form 1149, Shipping Document, from the Hand Receipt Holder. The Contractor shall track and return all property to the Hand Receipt Holder at the end of the contract.

e. In accounting for government property in its possession, the Contractor shall comply with the provisions of AR 710-2 and AR 58-1.

#### **H.17 GOVERNMENT PROPERTY AVAILABLE FOR CONTRACTOR USE ON A RENT-FREE, NON-INTERFERENCE BASIS**

a. Various Government facilities and equipment may be available to the Contractor on a rent-free, non-interference basis, for the duration of the contract, to accomplish the required efforts.

The Government will provide the necessary office to the Contractor.

b. Phone services and utilities will be provided for personnel located within Government furnished facilities. Mobile phones will be provided as determined by the Government to be necessary to meet mission requirements.

c. It is agreed that the Government will have the right to furnish any additional property necessary for the performance of the work hereunder and not otherwise contemplated by other provisions of this contract.

## **H.18 CONTRACTOR EMPLOYEE QUALIFICATIONS/ REQUIREMENTS AND KEY PERSONNEL**

The Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications and all security requirements as indicated in Section C during the execution of this contract. Contractor personnel shall be trained and functional prior to performing services.

Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to communicate in person properly clearly, and effectively or via electronic devices (telephone or email) with co-workers, customers, and the general public.

The following are the only personnel who shall be designated as Key:

- Project Manager (PM)
- Alternate Project Manager (APM)

### **PROJECT MANAGER (PM) AND ALTERNATE PM**

The Contractor shall identify a PM to serve as the Government's primary POC. The name of the PM, and Alternate PM (APM), who shall act for the Contractor when the PM is absent, shall be designated in writing to the CO at the post-award conference. The PM shall serve as the primary interface and point of contact between the Contractor and Government for all program/project and contract administration issues. The PM is responsible for the performance of work under this task order and is required to provide overall leadership and guidance for all Contractor personnel assigned to the TO including assigning taskings to Contractor personnel, directing project execution, supervising on-going technical efforts and operations, management of resources and managing overall TO performance to include financial and administrative aspects. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and business processes. It is required that the PM be an employee of the prime Contractor and have the authority to commit the Contractor's organization and make decisions for the Contractor's organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limitations issues. The Alternate PM will assist the Project Manager with managing the project, may represent the PM and shall possess the same minimum qualifications required for the PM. The PM or APM shall be available between the hours of 8:00 AM to 4:30 PM Eastern Standard Time, Monday through Friday, except federal holidays or when the government facility is closed for administrative reasons. It is *required* that the PM possesses a Secret Security Clearance.

### **KEY PERSONNEL SUBSTITUTION**

The Contractor shall not add, remove, or substitute key personnel from the contract without express acknowledgement by the COR. Any changes to the working status of these key personnel shall be submitted in writing to the CO and COR within ten (10) workdays of the proposed change. The Contractor shall provide a detailed explanation for any proposed changes or substitution of personnel and shall ensure proposed personnel possess qualifications equal to or exceed the incumbent personnel. Performance under this TO shall not be affected as a result of substitutions of personnel by the

Contractor. If, for any reason, any of the key personnel becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 workdays the Contractor shall promptly replace personnel with personnel who possess qualifications equal to or exceed the incumbent personnel. The Contractor shall ensure all key personnel terminated or released from employment under this contract are replaced within ten (10) workdays of the termination.

If the GSA CO and the COR determines that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed-Price Supply and Service).

#### **SPECIALIZED NON-KEY PERSONNEL SKILLS**

The Government desires that the non-Key Contractor personnel possess qualifications, skills, training and/or experience that meet or exceed Section C task requirements. All personnel shall possess the Army CHES ITES-3S labor category minimum education level and minimum years of experience qualifications.

#### **H.19 TRANSITION**

The Contractor shall follow the final transition/phase-in plan submitted at the kick-off meeting and keep the Government fully informed of status throughout the transition period. The Government reserves the right to make any changes to the Contractor's transition/phase-in plan.

Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning projects during the phase-in/phase-out periods. The transition will recognize that each existing project will transition in a way that minimizes disruptions to ongoing performance.

##### Phase-out of Task Order and Continuity of Services:

If a successor task order is awarded prior to the final expiration date of this task order, the Government may issue a task order to the successor Contractor prior to the expiration date of this task order. See clause FAR 52.237-3.

The Contractor shall recognize that services under this task order are vital to the Government and shall be continued without interruption and that upon task order extension, a successor, either the Government or another Contractor, may continue such services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

The Contractor shall provide appropriate task management personnel for phase-in and phase-out services and shall meet with the successor Contractor to coordinate task transition. Discussions shall include personnel transition to the successor Contractor, and the transition of task specific items such as Government or Contractor furnished supplies, materials, equipment, and services.

#### **H.20 SAFETY REQUIREMENTS**

The Contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DoDD 4715.1E). The Contractor shall perform work in a safe manner as required by OSHA Safety and Health

Requirements. Provide a verbal notification to the CO as soon as possible of each occurrence of damage to Government property or an accident resulting in death, injury, occupational disease, or adverse environmental impact. Provide a completed copy of required Accident Investigation Reports to the CO within five (5) calendar days of each occurrence.

Mishap Notification and Investigation: The Contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The Contractor shall notify (via telephone) the cognizant CO, the COR, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the Contractor will in-turn notify the Safety office.

Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant CO, the COR, and/or the cognizant program manager, the Contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the Contractor and subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

## **H.21 ENVIRONMENTAL REQUIREMENTS**

The Contractor shall comply with all local, state, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, state, and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the CO and/or the COR final resolution. The Contractor shall notify the CO and COR in writing in addition to any verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs, which result from violations of, or failure to comply with, all such local state, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the CO or COR, to halt all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of any hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall immediately notify the CO or COR.

## **H.22 MATERIALS AND EQUIPMENT**

The Government may require the Contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements include Azure software and other items that are associated with meetings, conferences, and training IAW PWS 4.3. The Contractor shall procure MSDN License / MS Azure fees: Each MSDN license and MS Azure fees will be paid for by the Government and invoiced against the applicable Equipment and Material CLIN. The Contractor will only utilize the US Army CHESS website to purchase MSDN licenses IAW US Army G6 policy. Link: <https://chess.army.mil/> [i.e., materials, supplies, and equipment] necessary to meet the requirements under this PWS.

The Contractor shall submit requests for materials and equipment to the COR via email, utilizing the Request to Initiate Purchase (RIP) template, at least ten (10) workdays prior to the need date. The RIP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The Contractor shall ensure all equipment and materials are pre-approved by the COR prior to expenditure of funds. The Contractor shall not make any purchases without an approved RIP from the COR and



without complying with the requirements of Section H.26, Commercial Software Agreements.

### **H.23 ENGINEERING CHANGE PROPOSALS (ECPs)**

The Contractor shall perform additional work as specified and further delineated in an ECP within the contents of the applicable Section C paragraphs as authorized by the CO and COR. Each ECP will be a modification to the task order and contain a specified labor mix, labor hours start date and completion date requirements, testing requirements, and implementation requirements. ECPs may also contain CDRLs as deemed necessary by the CO and COR. The Contractor shall develop the ECP request and submit to the COR for approval. The Contractor shall provide a labor estimate utilizing the Section J Attachment 3 ECP template. The estimate will establish not-to-exceed ceiling amounts for the specified level of effort. All ECPs will be severable and limited to a maximum of 12 months period of performance.

### **H.24 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools that may be purchased in furtherance of this TO and as contemplated in the materials and equipment CLINs in Section H.24 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

H.24.1 In order to ensure that the Software Agreements are consistent with Federal law, the Contractor shall not make any purchase contemplated in Section H.24 without first securing the consent of the licensor of such software tools to amend the Software Agreements in accordance with the Amendment clause set forth in Section H.26.3 below. The Contractor shall submit documentary evidence of such consent as part of its technical proposal.

H.24.2 The requirements of this Section H.24 apply only to those commercial software tools newly purchased under this TO; they do not apply to software furnished as GFP/GFI (if any). Further, they apply only to those Software Agreements that define the Government as the licensee or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of this TO.

H.24.3 As used in the Amendment clause, the term "this Agreement" refers to each Software Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor, Software, Agreement) may be adjusted as necessary to match the nomenclature of the Software Agreement.

Amendment For Federal Government Licensees, this Agreement is hereby amended as follows:

a. Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not preempted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee

except as, and then only to the extent specifically authorized by applicable federal statute.

b. Indemnification: Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.

c. Changes in templates: This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.

d. Fees, taxes and payment: If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime Contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding the same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent specifically authorized by applicable federal statute.

e. Assignment: Licensor may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.

f. No waiver of liability or cause of action: Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including but not limited to the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

g. Audit: Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime Contractor or the Federal Government Licensee's CO (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent specifically authorized by applicable federal statute.

h. Compliance with laws: The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any

Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.

i. Third party terms: Any third-party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections 1-8 above.

## **H.25 DATA RIGHTS**

All Government rights in technical data and non-commercial computer software and computer documentation first produced, created, or generated during performance under this task order shall be allocated in accordance with the following clauses included under this task order:

DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items
DFARS 252.227-7015	Technical Data – Commercial Items
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.227-7030	Technical Data – Withholding of Payment

The Government has Unlimited Rights to all documentation and material produced under this task order to the extent permitted by the data rights clauses. All documents and materials, to include the application source code of any software, produced under this task order shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

The Contractor shall not incorporate, without written approval of the cognizant ordering Contracting Officer, any work, copyrighted or not, not first produced, created, or generated under this task order with the exception of any data previously delivered under a Government contract, or otherwise already in the Government inventory. If any such work, copyrighted or not, is approved by the cognizant ordering Contracting Officer and incorporated into works deliverable under this task order, the Contractor shall grant to the Government unlimited rights as defined by clause DFARS 252.227-7020. Unlimited rights shall accrue to the Government in the event works not first produced are incorporated without first obtaining written approval of the ordering Contracting Officer. Prior to the inception of any work under this task order, the Contractor shall disclose to the ordering Contracting Officer and ordering office any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the task order and not required to be delivered under the task order that the Contractor identifies and asserts would be furnished with anything other than unlimited rights, or otherwise with any restrictions on use, release, or disclosure. Throughout the duration of performance of the task order, the Contractor further agrees that not later than 30 days after the basis for any new or additional assertions are known, the Contractor shall disclose such assertions to the ordering Contracting Officer and ordering office. Such disclosures shall indicate the rights asserted in the technical data and non-commercial computer software by the Contractor and rights that would be acquired by the Government if the data or non-commercial software were required to be delivered under the task order and its CDRL requirements and any



cost/price associated with delivery.

#### **H.26 CONTRACTOR MANPOWER REPORTING (CMR)**

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for Regional Level Applicable Software in support of the USAR via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.sam.gov/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the Federal Service Desk at 866-606-8220 (U.S.) or 334-206-7828 (international) Monday – Friday 8:00 a.m. to 8:00 p.m. ET or <https://fsd.gov/fsd-gov/>.

(End of Clause)

(END OF SECTION H)

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## SECTION I

### **TASK ORDER PROVISIONS AND CLAUSES**

#### **I.1 FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

All applicable contract clauses, provisions, and terms and conditions from the Army CHES ITES-3S IDIQ are hereby incorporated into and applicable to this task order.

The table below incorporates clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>.

All provisions will be removed at task order award.

<b>FAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
52.203-11	Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions	(Sep 2007)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-24 Require Fill-ins	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	(Aug 2019)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(Aug 2019)
52.204-26	Covered Telecommunications Equipment or Services-Representation	(Oct 2020)
52.212-3 Require Fill-ins	Offeror Representations and Certifications-Commercial Items	(Feb 2021)
52.216-31 Require Fill-ins	Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition	(Feb 2007)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.224-3	Privacy Training	(Jan 2017)
52.229-3	Federal, State, and Local Taxes	(Feb 2013)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	(Aug 2012)
52.232-22	Limitation of Funds	(Apr 1984)
52.232-23	Assignment of Claims	(May 2014)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.243-1	Changes—Fixed-Price (Alt I)	(Aug 1984)
52.243-3	Changes—Time-and-Materials or Labor Hours	(Sept 2000)
52.247-34	F.o.b. - Destination	(Nov 1991)
52.249-8	Default (Fixed-Price Supply and Service)	(Apr 1984)
52.249-14	Excusable Delays	(Apr 1984)
52.252-6	Authorized Deviations in Clauses	(Nov 2020)

**I.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

**I.3 FAR 52.244-2 SUBCONTRACTS ALTERNATE I (Jun 2007)**

Subcontracts (Oct 2010)

- (a) *Definitions.* As used in this clause—
- “Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- “Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.
- “Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

2361 (i) A description of the supplies or services to be subcontracted.  
 2362 (ii) Identification of the type of subcontract to be used.  
 2363 (iii) Identification of the proposed subcontractor.  
 2364 (iv) The proposed subcontract price.  
 2365 (v) The subcontractor's current, complete, and accurate certified cost or pricing data and  
 2366 Certificate of Current Cost or Pricing Data, if required by other contract provisions.  
 2367 (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting  
 2368 Standards when such data are required by other provisions of this contract.  
 2369 (vii) A negotiation memorandum reflecting -  
 2370 (A) The principal elements of the subcontract price negotiations;  
 2371 (B) The most significant considerations controlling establishment of initial or  
 2372 revised prices;  
 2373 (C) The reason certified cost or pricing data were or were not required;  
 2374 (D) The extent, if any, to which the Contractor did not rely on the  
 2375 subcontractor's certified cost or pricing data in determining the price objective  
 2376 and in negotiating the final price;  
 2377 (E) The extent to which it was recognized in the negotiation that the  
 2378 subcontractor's certified cost or pricing data were not accurate, complete, or  
 2379 current; the action taken by the Contractor and the subcontractor; and the effect  
 2380 of any such defective data on the total price negotiated;  
 2381 (F) The reasons for any significant difference between the Contractor's price  
 2382 objective and the price negotiated; and  
 2383 (G) A complete explanation of the incentive fee or profit plan when incentives  
 2384 are used. The explanation shall identify each critical performance element,  
 2385 management decisions used to quantify each incentive element, reasons for the  
 2386 incentives, and a summary of all trade-off possibilities considered.  
 2387  
 2388 (2) If the Contractor has an approved purchasing system and consent is not required under  
 2389 paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting  
 2390 Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii)  
 2391 fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of  
 2392 the total estimated cost of this contract. The notification shall include the information required  
 2393 by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.  
 2394  
 2395 (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting  
 2396 Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a  
 2397 determination -  
 2398 (1) Of the acceptability of any subcontract terms or conditions;  
 2399 (2) Of the allowability of any cost under this contract; or  
 2400 (3) To relieve the Contractor of any responsibility for performing this contract.  
 2401  
 2402 (g) No subcontract or modification thereof placed under this contract shall provide for payment on a  
 2403 cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts  
 2404 shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).  
 2405  
 2406 (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit  
 2407 filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that,

in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

#### **I.4 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

The tables below incorporate clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

All provisions will be removed at task order award.

DFARS Clause No.	Clause Title	Date
252.201-7000	Contracting Officer's Representative	(Dec 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	(Sep 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Dec 2012)
252.203-7005 Provision	Representation Relating to Compensation of Former DoD Officials	(Nov 2011)
252.204-7000	Disclosure Of Information	(Oct 2016)
252.204-7003	Control Of Government Personnel Work Product	(Apr 1992)
252.204-7008 Provision	Compliance with Safeguarding Covered Defense Information Controls	(Oct 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	(Oct 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	(Oct 2016)
252-204-7019 Required Fill-ins	Notice of NIST SP 800-171 DoD Assessment Requirements	(Nov 2020)
252-204-7020	NIST SP 800-171 DoD Assessment Requirements	(Nov 2020)
252.205-7000	Provision Of Information To Cooperative Agreement Holders	(Dec 1991)
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country That is a State Sponsor of Terrorism	(May 2019)
252.209-7998	Representation Regarding Conviction of a Felony Criminal	(Mar 2012)

	Violation under any Federal or State Law	
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	(Mar 2012)
252.211-7003	Item Identification and Valuation	(Mar 2016)
252.211-7007	Reporting of Government-Furnished Property.	(Aug 2012)
252.215-7008	Only One Offer	(Jun 2019)
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	(Jul 2019)
252.223-7004	Drug-Free Work Force	(Sep 1988)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	(Sep 2014)
252.226-7001	Utilization of Indian organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	(Apr 2019)
252.227-7016	Rights in Bid or Proposal Information	(Jan 2011)
252.232-7007	Limitation of Government's Obligation	(Apr 2014)
252.237-7023	Continuation of Essential Contractor Services	(Oct 2010)
252.237-7024	Notice of Continuation of Essential Contractor Services	(Oct 2010)
Require Fill-ins		
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.239-7009	Representation of Use of Cloud Computing	(Sep 2015)
Require Fill-ins		
252.239-7010	Cloud Computing Services	(Oct 2016)
252.242-7006	Accounting System Administration	(Feb 2012)
252.243-7002	Requests for Equitable Adjustment	(Dec 2012)
252.244-7001	Contractor Purchasing System Administration	(May 2014)
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property	(Dec 2017)
252.245-7003	Contractor Property Management System Administration	(Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal	(Dec 2017)
252.246-7001	Warranty of Data-Basic	(Mar 2014)

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2428 **I.5 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors**  
2429 **(Deviation 2021-O0009)**

2430  
2431 As prescribed in Class Deviation 2021-O0009, Ensuring Adequate COVID-19 Safety Protocols for  
2432 Federal Contractors, use the following clause:

2433  
2434 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL  
2435 CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

2436  
2437 (a) *Definition.* As used in this clause –

2438  
2439 *United States or its outlying areas* means—



- (1) The fifty States;  
(2) The District of Columbia;  
(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;  
(4) The territories of American Samoa, Guam, and the United States Virgin Islands;  
and  
(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the *Federal Register* on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

## **I.6 RESERVED**

## **I.7 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM) PROVISIONS AND CLAUSES**

The tables below incorporate clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

All provisions will be removed at task order award.

GSAM Clause No.	Clause Title	Date
552.204-9	Personal Identity Verification Requirements	(Jul 2020)
552.217-71 Provision	Notice Regarding Option(s)	(Nov 1992)
552.232-25	Prompt Payment	(Nov 2009)

## I.8 IN-DEPTH FEEDBACK THROUGH OPEN REPORTING METHODS (INFORM) 2.0

### A. Overview of the IN-depth Feedback through Open Reporting Methods (INFORM 2.0) Process

This solicitation is part of an initiative using the INFORM 2.0 process which is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM 2.0 seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM 2.0 process, GSA will seek to share additional information with Offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each Offeror with the opportunity to participate in the INFORM 2.0 process as further discussed below.

### B. Detailed Description of the INFORM 2.0 Process

#### B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful Offerors (the Notification of Decision Statement (NODS)). The notices will contain:

- All information required by statute or regulation;
- An un-redacted copy of the complete technical evaluation for that particular Offeror that includes a full description of the unsuccessful Offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular Offeror and the successful Offeror that includes evaluated price; overall technical ranking, rating, or score.

#### B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three (3) business days after receipt of the NODS, an Offeror may, but is not required to:

- submit a written request to the contracting officer for an oral feedback meeting;
- submit a list of written questions to the contracting officer; or
- take no further action.

If the Offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an Offeror does not request an oral feedback meeting or submit a list of written questions within the three (3) day time period, the receipt of the NODS concludes the INFORM 2.0 process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.



If the Offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five (5) business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the Offeror requests an oral feedback meeting, the Offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

### B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the Offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

### B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two (2) business days after the conclusion of the oral feedback meeting, the Offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five (5) business days and, unless otherwise noted by the contracting officer, the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the Offeror elects not to submit a list of written questions within two (2) days after the oral feedback meeting, the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.

(END OF SECTION I)

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## SECTION J

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**LIST OF ATTACHMENTS AND EXHIBITS**

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**J.1 LIST OF ATTACHMENTS AND EXHIBITS**

<b>Attachment No.</b>	<b>Attachment Description</b>
Attachment 1A	Contract Data Requirements List (CDRL) A001 Status Report – Updated via Mod 001
Attachment 1B	CDRL A002 Quarterly Activity Report – Updated via Mod 001
Attachment 1C	CDRL A003 Quality Control Plan – Updated via Mod 001
Attachment 1D	CDRL A004 Kick-Off Meeting Agenda – Updated via Mod 001
Attachment 1E	CDRL A005 Kick-Off Meeting Presentation – Updated via Mod 001
Attachment 1F	CDRL A006 Kick-Off Meeting Minutes – Updated via Mod 001
Attachment 1G	CDRL A007 Transition/Phase-In Plan – Updated via Mod 001
Attachment 1H	CDRL A008 Transition/Phase-Out Plan – Updated via Mod 001
Attachment 1I	CDRL A009 Report Record of Meeting Minutes – Updated via Mod 001
Attachment 1J	CDRL A010 Trip Report – Updated via Mod 001
Attachment 1K	CDRL A011 Software Documentation – Updated via Mod 001
Attachment 1L	CDRL A012 Information Technology Contingency Plan – Updated via Mod 001
Attachment 1M	CDRL A013 RLAS SOP – Updated via Mod 001
Attachment 2	Contract Security Classification Specification (DD 254) – Updated via Mod 001
Attachment 3	Engineering Change Proposal Template
Attachment 4	Travel Expense Summary Template
Attachment 5	Request to Initiate Purchase Template
Attachment 6	RLAS SIA Listing
Attachment 7	RLAS Documentation Listing
Attachment 8	List of Acronyms
Attachment 9	Source Data
Attachment 10	Applications, Databases and Topology
Attachment 11	RLAS Change Control Process
Attachment 12	RLAS SOP
Attachment 13	RLAS-RCMS SIA
Attachment 14	DJMS-RC-RLAS SIA

Attachment 15	Applicable Publications
Attachment 16	Performance Requirements Summary
Attachment 17	Reserved
Attachment 18	Travel Authorization Request - Incorporated via Mod 001
Attachment 19	Local Travel Log Template- Incorporated via Mod 001
Attachment 20	Long-Distance Trip Report Template- Incorporated via Mod 001
Attachment 21	Quality Control Plan - Incorporated via Mod 001
Attachment 22	Transition-In and Staffing Plan- Incorporated via Mod 001

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<b>Exhibit</b>	<b>Exhibit Description</b>
Exhibit A	Pricing – Cost/Price Workbook – Agile Defense, Inc.

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